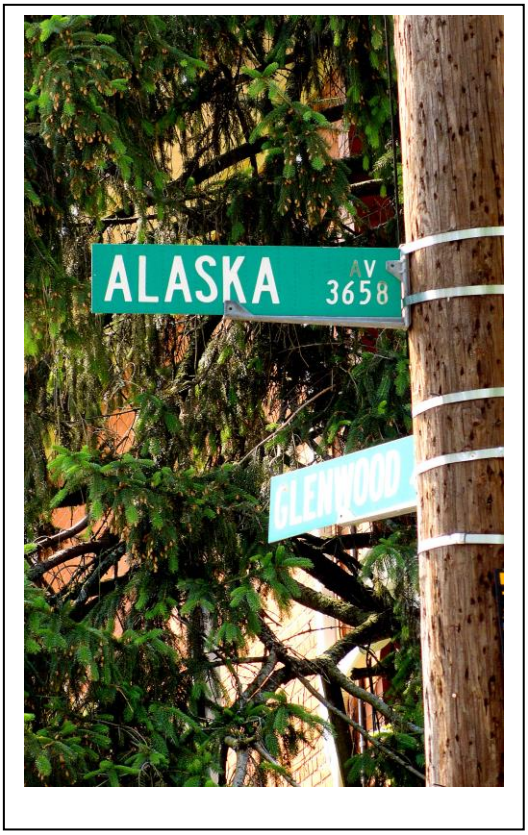

Effects of Permanent Supportive Housing on a Vulnerable Community: Health Impact Assessment of the Commons at Alaska

city of CINCINNATI
HEALTH DEPARTMENT

Cincinnati Health Department
Health Impact Assessment Committee:
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Executive Summary

What is a Health Impact Assessment (HIA)?

The HIA process is used across the country to evaluate the potential health effects of a project, program or policy before it is built or started. HIAs can provide suggestions to decision makers to improve public health and lower the possibility of harmful health effects on communities. HIAs are designed to bring science-based, unbiased information to decision makers about a specific project under consideration, through voluntary recommendations.

Although similar to an Environmental Impact Assessment, the HIA differs in that it has a focus on health outcomes, such as obesity, physical inactivity, asthma, injuries, and social equity. The HIA follows six steps: (1) screening - identify projects or policies for which an HIA would be useful, (2) scoping - identify which health effects to consider, (3) assessment of risks and benefits, (4) developing recommendations, (5) reporting - present the results to decision-makers, and (6) evaluation - determine the effect of the HIA on the decision and impact on health indicators.

What is Permanent Supportive Housing (PSH)?

Permanent Supportive Housing (PSH) is a specific type of affordable housing for chronically homeless and/or disabled individuals that does not have a time-limit on how long a client can stay in the facility (tenure). Programs that provide PSH are responsible for providing or connecting clients to supportive services, such as primary medical care, substance abuse counseling, and job preparation, to assist in the transition to permanent housing. The definition of the Housing First Model, includes that clients are not required to participate in these services to remain in permanent supportive housing.

The Commons at Alaska Development

National Church Residences (NCR) is a PSH developer which is developing the Commons at Alaska to provide 90, single-occupancy units of new permanent supportive housing for chronically homeless and disabled individuals in Cincinnati, Ohio. Located at 3584 Alaska Avenue in the Avondale neighborhood, the Commons at Alaska will provide permanent housing and connection to supportive services to low income individuals who experience chronic homelessness and/or disability, including mental or emotional disorders (such as depression, post-traumatic stress disorder, or anxiety), physical disabilities, medical disabilities, and developmental disabilities, in partnership with the Greater Cincinnati Behavioral Health Services. National Church Residences is the sole property developer and will provide property management for the Commons at Alaska.

Profile of Cincinnati's Homeless Population:

In 2012, a total of 7,983 persons were calculated to be sleeping on the street in Cincinnati, utilizing emergency shelters, or staying in transitional

housing. Of these 30% were children, with 10% of the children under the age of 5. Among the adults, 13% were veterans and 62% had a disabling condition. Specifically, 34% of homeless adults were mentally ill. The largest age group of homeless individuals was 45-54 year olds. The majority of Cincinnati's homeless population was African American (66%).

Avondale: Neighborhood Profile

Located in the heart of Cincinnati, Avondale had a total population of 12,466 and 7,498 total housing units (US Census, 2010). The community was 90% African American. 41% of all people in zip code 45229 reported 12 month income below the poverty level (US Census Bureau, 2009-2013 American Community Survey) and the median household income in Avondale was $18,120 (City of Cincinnati Department of Planning and Buildings, US Census, 2010.) Avondale houses many notable institutions, including the Cincinnati Zoo and Botanical Gardens, Cincinnati Children's Hospital Medical Center, the Cincinnati Health Department and the University of Cincinnati Medical Center. Avondale is conveniently located to Interstate 75 and Interstate 71 and the Central Business District. Avondale also has two newly renovated elementary school buildings: Rockdale Academy ($14M) and South Avondale School ($15M). Currently, Avondale is experiencing a revitalization of the Burnet Avenue corridor that will result in institutional expansion and building development with a mix of retail, offices, and residences ($100M). Within a 1 mile radius of the Commons at Alaska site, there are several other affordable housing projects, including $7.1M Alston Park project of 34 units for low-income families, and the $29M HUD Choice Neighborhoods Implementation grant to redevelop 3 large multi-family buildings along Reading Road for mixed income housing. As of January, 2014, there were 221 homeless individuals who have indicated that their last known residence was Avondale, zip 45229. This information was taken from the Homeless Management Information System (HMIS).

Methodology

The Health Impact Assessment (HIA) committee chose four potential health effects for this assessment, drawing from communications with NCR, Avondale 29, Friends of Avondale, and citizen testimonies to City Council. The four effects are: 1) property values, 2) crime rates, 3) concentrated poverty, and 4) stress. These effects were explored as they relate to PSH program attributes and location of sites, environmental justice, and physiological health impacts. The committee explored peer-reviewed journal articles from the fields of sociology, psychology, medicine, child development, political science, criminology, and public health, and official reports, studies, and guiding documents from the U.S. Department of Housing and Urban Development (HUD) and local housing authorities.

Findings

- Property Values - The results of studies reviewing the impact of PSH facilities on neighborhood property values are not comparable to the Commons at Alaska due to PSH location and housing markets such as New York City, and or significant public infrastructure investment as in the greater Houston area. Though causality and a direct mechanism for increased or decreased value has never been proven, certain factors seem to facilitate positive impacts on property values.
    - PSH may increase surrounding property values by removing an old "eyesore" or blight to make way for a new facility, by housing the homeless individuals of that immediate area, or by introducing services to the community that were not previously available.
    - PSH that are constructed in locations that also added other amenities, such as light rail and businesses, have been associated with increased property values.
    - Crime Rates - Studies have shown varied impacts of affordable housing on crime rates. The surrounding residential community perception or fear is that PSH clients will partake in or attract illegal activities.
    - There are limited findings that PSH clientele are victims of crime within 500' of PSH facilities (HUD, 1999, p 1-10). In general, though, there is no definite indication from the literature that a PSH facility will significantly increase any type of crime within a 2,000' radius of the facility (Galster, 2002).
    - However, even a perceived threat can alter community members' activities, such as walking or exercising outside or interacting with neighbors in common spaces (Wandersman & Nation, 1998). Strong social ties have been demonstrated to reduce neighborhood crime and address other perceived challenges in a community through a process called collective efficacy or social capital (Wandersman & Nation, 1998; Larsen et al, 2004, Sampson et al, 1997). Social connectivity also yields improved individual health outcomes. If community members fear their neighbors, including PSH clientele, or are too fearful of crime to utilize common spaces that allow them to engage with these neighbors, they will not form crucial social ties, and will be

Commons at Alaska HIA

Table of Findings

Health Determinant	Finding Based on Literature Review
Change to neighborhood property values	Inconclusive
Change to neighborhood crime rate	Inconclusive
Change to neighborhood poverty rate and concentration	Conclusive
Change to neighborhood residents' stress levels	Conclusive

Please see Figure 2 for pathway model of determinants and health.

less likely to intervene for the betterment of the community (Larsen, et al, 2004).

- In numerous cities and programs, Housing First models of PSH have been observed to increase client stability, measured by tenure in permanent housing, and client satisfaction when compared to programs that require treatment enrollment and compliance to maintain housing. This holds true for chronically homeless individuals with mental disorders and/or substance addictions.
    - It is unclear if either Housing First or the traditional "continuum of care" model—in which clients are treated for their addictions or conditions before being placed in permanent housing—can curb substance use in clients, whether or not they are stably housed (Tsemberis, 2004).
    - The size of PSH facilities has not been demonstrated to have any statistically significant effect on a client's tenure; instead, individual attributes, like age at admission, are significant predictors of tenure (Lipton, et al, 2000; Wong, et al, 2006). However, qualitative analysis reveals that PSH clients in neighborhoods with high levels of crime and drug use can feel "distracted", while clients housed in other neighborhoods feel "focused" on recovery and stability by their surroundings (Wong, et al, 2006, p 78).
    - The average length of stay in a wide scale study was 3.65 years. Only a very small percentage of individuals return to homelessness if and when they leave PSH programs (Wong, et al, 2006).
- Concentrated poverty exists when more than 40% of households in an area have income below the federal poverty level. Due to the high volume of low income housing and the concentrated poverty that currently exists in Avondale (US Census Bureau, 2010), a PSH facility of any size would increase the concentration of poverty. Even when stably housed, PSH participants' incomes generally stay well below the poverty line (Pearson, et al, 2006). Poverty, especially concentrated poverty, disproportionately impacts neighborhood health outcomes such as chronic disease, preterm birth, child cognitive development, child abuse, and violent crime (McEwen, 1998; Pike, 2005; Sharkey & Elwert, 2011; Garbino & Cruter, 1978; Figueira-McDonough, 1993). However, PSH facilities on the macro municipal level can drastically save taxpayer money by housing the chronically homeless and connecting them to services, so as to reduce their utilization of emergency room and encounters with law enforcement (Perlman & Parvensky, 2006).
- Poverty, fear of violence, and perceived lack of control of one's surroundings are all sources of chronic stress. Chronic stress causes the body to maintain high levels of "fight or flight" hormones, which can affect metabolism, brain function, and heart health over time. It can also compromise immune response to simple threats like the common cold. Chronic stress specifically caused by poverty is documented to cause premature aging of children at the chromosomal level (Mitchell, Hobcraft, McLanahan, Rutherford. Siegel, Berg, Brooks-Gunn, Garfinkel, & Notterman, 2014), and limit their cognitive and

verbal abilities (Sampson, Sharkey, Raudenbush, 2008). On the neighborhood level, feelings of hopelessness or lack of control that are often tied to poverty can be a source of stress. A lack of government transparency or a citizen's perceived lack of control over processes—such as the process of situating and planning the Commons at Alaska Project—can induce stress, and can also greatly reduce the level of generalized trust among neighborhood residents, the community council, and City government (Rothstein & Stolle, 2003; Larsen, et al, 2004). Generalized trust is the foundation of social capital, which allows communities to maintain order and foster feelings of connectedness (Wandersman & Nation, 1998; Larsen, et al, 2004; Sampson, et al, 1997).

Executive Summary Sources

1. Figueira-McDonough, Residence, (1993). Residence, Dropping Out, and Delinquency Rates. *Deviant Behavior*, 14(3), 109-132.
2. Galster, G, Petit, K., Santiago, A., Tatian, P., Newman, S. (1999). *The Effect of Supportive Housing on Neighborhoods and Neighbors in Denve*r (HUD Report no. 06542-011-00). Washington, D.C.: The Urban Institute. Retrieved from http://www.huduser.org/Publications/pdf/support_1.pdf
3. Galster, G, Petit, K., Santiago, A., & Tatian, P. (2002). The Impact of Supportive Housing on Neighborhood Crime Rates. *Journal of Urban Affairs*. 24:3, 298-315. Retrieved from http://www.highlinetimes.com/sites/robinsonpapers.com/files/SupportiveHousingStudy.pdf
4. Garbarino, J. & Crouter, A. (1978). Defining the community context for parent-child relations: The correlates of child maltreatment. *Child Development,* 49, 604-616.
5. Larsen, L., Jardan, S., Bolin, B., Hackett, E., Hope, D., Kirby, A., Nelson, A., Rex, T., & Wolf, S. (2004). Bonding and Bridging: Understanding the Relationship between Social Capital and Civic Action. *Journal of Planning and Education Research*, 24:1. 64-77. Retrieved from http://www.asu.edu/clas/oldshesc/faculty/pdf/JPERBondingandBridging.pdf
6. Lipton, F.R., Siegel, C., Hannigan, A., Samuels, J., Baker, S. (2000). Tenure in Supportive Housing for Homeless Persons with Severe Mental Illness. *Psychiatric Service.* 51(4), 478-486. Doi: 10.1176/appi/ps.51.4.479
7. McEwen, B.S. (1998). Protective and Damaging Effects of Stress Mediators. *New England Journal of Medicine.* 338(3), 170-179.
8. Mitchell, C., Hobcraft, J., McLanahan, S.S., Rutherford Siegel, S., Berg, A., Brooks-Gunn, J., Garfinkel, I. & Notterman, D. (2014). Social Disadvantage, genetic sensitivity, and children's telomere length. *Proceedings of the National Academy of Sciences.* 111(16), 5944-5949. doi: 10.1073/pnas.1404293111

9. Pearson, C., Locke, G. Montegomery, A.E., & Buron, L.U.S. (2007). *The Applicability of Housing First Models to Homeless Persons with Serious Mental Illness: Final Report*. Department of Housing and Urban Development. Washington, D.C Retrieved from http://www.huduser.org/portal/publications/hsgfirst.pdf
10. Perlman, J. & Parvensky, J. (2006). *Denver Housing First Collaborative: Cost Benefit Analysis and Program Outcomes Report.* Denver, CO: Colorado Coalition for the Homeless. Retrieved from http://www.denversroadhome.org/files/FinalDHFCCostStudy_1.pdf
11. Pike, I.L. (2005). Maternal Stress and Fetal Response: Evolutionary Perspectives on Preterm Delivery. *American Journal of Human Biology.*17: 55-65.
12. Rothstein, B., Stolle, D. (2002). How Political Institutions Create and Destroy Social Capital: An Institutional Theory of Generalized Trust. *Paper presented at the annual meeting of the American Political Science Association, Boston, MA.* Retrieved from: https://www.apsanet.org/~ep/papers/2003winner.pdf
13. Sampson, R.J., Raudenbush, S.W., Earls, F. (1997). Neighborhoods and Violent Crime: A Multilevel Study of Collective Efficacy. *Science.* 277 (5328), 918-924. Retrieved from http://www.jstor.org/stable/2892902
14. Sharkey, P. & Elwert, F. (2011). The Legacy of Disadvantage: Multigenerational Neighborhood Effects on Cognitive Ability. *American Journal of Sociology* 116: 1934–1981. Retrieved from http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3286027/
15. Tsemberis, Sam, Gulcur, L., Nake, M. (2004). Housing First, Consumer Choice, and Harm Reduction for Homeless Individuals with a Dual Diagnosis. American Journal of Public Health 94:4, 651-56. Retrieved from http://www.ncbi.nlm.nih.gov/pmc/articles/PMC1448313/
16. Wandersman, A. & Nation, M. (1998). Urban Neighborhoods and Mental Health: Psychological Contributions to Understanding Toxicity, Resilience, and Interventions. *American Psychologist.* 53 (6), 647-656. Retrieved from http://www.ncbi.nlm.nih.gov/pubmed/9633265
17. Wong, Y.L.I., Hadley, T., Culhane, D., Poulin, S., Davis, M., Cirksey, B., Brown, J. (2006). *Predicting Staying in or Leaving Permanent Supportive Housing That Serves Homeless People with Serious Mental Illness: Final Report.* Philadelphia, PA: U.S. Department of Housing and Urban Development. Retrieved from http://www.huduser.org/Publications/pdf/permhsgstudy.pdf

Introduction

The Cincinnati Health Department (CHD) Health Impact Assessment (HIA) Committee was asked by the Avondale 29 Group (A29 Group), a grass roots community organization consisting of Avondale residents who live near or on Alaska Avenue, to conduct a HIA of a pending housing project known as the 'Commons at Alaska'. The A29 Group asked the CHD HIA Committee to include the "impact of stress" on members of the A29 Group related to the proposed permanent supportive housing (PSH) new development.

National Church Residences (NCR) plans to build PSH for homeless individuals on a 3 acre site in the Avondale neighborhood in Cincinnati, Ohio. The Commons at Alaska project originally proposed 99 units which was downsized to 90 single-occupancy units in response to resident concerns about the magnitude of the project and concentration of poverty in the neighborhood. The population to be served by the Commons at Alaska will be chronically homeless adults with physical, medical, mental, and developmental disabilities, and could include substance abuse illness. It is the perception of the A29 Group that some of the targeted residents may have criminal backgrounds. The Commons at Alaska will house low income, single adults with one or more disabling conditions many of whom have struggled with homelessness. Persons whose primary or sole diagnosis is related to drug or alcohol addiction will not be eligible for tenancy. There is great resistance to this development from the A29 Group, in part because the residents in the immediate vicinity were not involved in the 3-year planning process. The immediate neighbors were not made aware of the development until February, 2013 when NCR requested the support of the Cincinnati City Council for NCR's application to the Ohio Housing Finance Agency (OHFA).

However, NCR did communicate with the neighborhood's Avondale Community Council (ACC). NCR states that they followed the guidance from the City of Cincinnati Department of Community Development to contact and work with the ACC on the development process and that they were told that they did not have to conduct door to door outreach to the adjacent residents because no zoning action was required. If there had been a need for a zoning variance, or re-zoning, then NCR reports that they would have engaged in door to door outreach. The lack of early notification has created a distrustful environment between the A29 Group residents adjacent to the proposed development, ACC, and NCR. The A29 Group believes that a facility like this should not be located in a primarily low density residential area that is already experiencing concentrated poverty, lack of amenities and resources, and high rates of violent crime and drug activity.

The A29 Group is concerned that the Commons at Alaska development will compound the concentration of poverty in the Avondale neighborhood by placing 90 additional impoverished individuals in Avondale the first year of the program, and continuing to place additional residents there based on anticipated

annual turnover rates of 13% (2012 Annual Data Report, The Partnership Center, Ltd.).

Avondale is a neighborhood with more than 40% of its residents living on household incomes below the poverty level. The A29 Group is concerned that the NCR clients will not be required to utilize the provided onsite or offsite services to remain in housing, and that because treatment for substance abuse and mental illness will only be on a voluntary basis, many of the residents will remain untreated and participate in or attract additional drug-related or disruptive activity in Avondale.

This HIA will provide recommendations regarding further development of this project, and future PSH. The Ohio Housing Finance Agency (OHFA) has already approved tax credit financing of the Commons at Alaska. A copy of the OHFA summary description of the Commons at Alaska is included in the Appendix F.

Many questions have been raised by A29 Group including: 1) When the Cincinnati City Council passed a vote to support the award of tax credits for this development in 2013, did that action conflict with Cincinnati Ordinance 346 (Please see Appendix D for the full ordinance passed in 2001), which opposes low income housing tax credit for projects of new publicly-assisted low –income rental units, unless the construction reduces the concentration of poverty and utilizes historic buildings, 2) Why were the immediate neighbors of the facility "passed over" and not deliberately involved in the planning process, and what should be the impact of their having now organized the A29 Group and collected 700 signatures in opposition of the development including the letter from an Ohio State Senator rescinding his support, which were forwarded to OHFA, 3) what will the impact of the development be on: future property values, neighborhood crime rates, and community perceptions of the development. The A29 Group and the NCR are at an apparent standoff. An attempt, in the Fall of 2013, at a formal mediation between the two parties brokered by the Cincinnati City Council was not successful.

The intention of this HIA is not to resolve the questions of legality or transparency in the development of this project, nor to mediate between stakeholders. Rather, this HIA will bring unbiased information to the table about the potential health impacts on the existing community - both negative and positive - of this particular type of development in this specific neighborhood context: a high density, single-site 'Housing First' model of PSH for homeless and disabled individuals in a low income and low density residential neighborhood.

The residents in the immediate area of the Commons at Alaska, who are predominantly African American, reported that they were not given a voice in the development decisions in the immediate area where their homes are located. Nor are potential residents of this facility given a choice as to where it will be developed. This is one of the key factors in defining a vulnerable community, those that are not included, often deliberately excluded, in decisions impacting their community and their health. HIA is an opportunity to "identify

recommendations that yield an equitable distribution of health benefits," (Policy Link, 2013, p. 18) for the present and future community members, and for a vulnerable population who are already located in the community.

Purpose of a Health Impact Assessment (HIA) and the HIA Process

A Health Impact Assessment (HIA) is used to objectively evaluate the potential health effects of a project or policy, before it is built or implemented. HIA can provide recommendations to increase positive health outcomes and minimize adverse health outcomes. The HIA framework is used to bring potential public health impacts and considerations to the decision-making process for plans, projects, and policies that fall outside of traditional public health arenas, such as transportation and land use.

The HIA process follows six steps: (1) Screening - identify projects or policies for which an HIA would be useful, (2) Scoping - identify which health effects to consider, (3) Assessing risks and benefits, (4) Developing recommendations, (5) Reporting - presenting the results to decision-makers, and (6) Evaluating to determine the effect of the HIA on the decision. Implementation of HIA recommendations is voluntary.

Scope of the Assessment

Geographic Scope

The geographic scope of this HIA is the Avondale neighborhood. The scope of the HIA community engagement includes all churches, schools, residences and businesses within a 2000' radius of the proposed site of the Commons of Alaska, at 3584 Alaska Avenue, Cincinnati, Ohio (Figure 2: Avondale).

Scoping of Health Impacts and Determinants

Health impacts and determinants were identified through communication with Avondale Community members, NCR, and observation of citizen testimonies to City Council and the Law and Public Safety Committee, chaired by Councilmember Chris Smitherman. Specifically, members of A29 Group expressed concern about neighborhood stability, social cohesion, concentration of poverty in a low income neighborhood, impact on public transportation, change in infectious disease rates, possible changes in safety and crime rates, change in property values, management of the facility, access of Commons residents to counseling and social services and accessing over-utilized resources such as emergency services, and stress to community members. From this list, the HIA committee selected four health determinants for assessment: Changes to neighborhood property values, changes to neighborhood crime rates, changes in neighborhood poverty levels and concentration, and changes to stress levels.

Research Methods

The discovery process used in this assessment included the review of literature and research related to the following topics:

- Defining the different types of affordable housing and programs outlined by the Department of Housing and Urban Development.
- The development and effectiveness of the “Housing First” model and other best practices for housing chronically homeless individuals with mental health and/or substance abuse histories.
- Impacts of permanent supportive housing (PSH) on neighboring property values and neighborhood crime rates.
- Cost benefit analysis and program outcomes and implications for concentrated poverty.
- Predicting the effects of different PSH program attributes and environmental factors on the success of clients.
- The sociological aspects of communities that best allow them to benefit from perceived and actual environmental stressors, such as the introduction of a supportive housing facility.
- The biomedical manifestations of poverty and psychosocial stress at the individual level.

Cincinnati Homeless Community Profile

In 2008, the City of Cincinnati adopted the Homeless to Homes Plan (HH Plan). The HH Plan calls for smaller and more specialized facilities. The categories of facilities in the plan are Emergency Shelters (no increase in the number of shelters was proposed), Transitional Housing (increase from 229 to 456 beds), and PSH Units (increase by 1,020 housing units by 2013). The HH Plan also designates National Church Residences to develop a 100 unit PSH facility.

A demographic profile of Cincinnati’s homeless population comes from the 2012 Annual Data Report published by The Partnership Center, Ltd. Utilizing the HUD methodology for counting homeless people. Based on street outreach, emergency shelters and transitional housing, the unduplicated count of homeless persons in 2012 in Cincinnati was a total of 7,983 persons. Additionally, the report shows that 2,037 formerly homeless people were housed in PSH in Cincinnati. The PSH residents are not included in the HUD method count.

Among the 7,983 homeless individuals in 2012, 30% were children with 10% of children under age 5; adult veterans-13%; adults with mental illness-34%, adults with a disabling condition-62%; and 36% of adults have more than one condition. The largest age group of homeless individuals is adults 45-54 years old, who make up 19% of the total. The racial distribution of the homeless population in Cincinnati is Black or African American-66%, Whites-31%, and multiple races-3%. Many adult clients have special needs that include mental

illness (40%), drug abuse (27%), alcohol abuse (26%), chronic health condition (25%), HIV/AIDS (3%), physical disability (6%) and developmental disability (4%) (Annual Data Report, 2012).

Among permanent supportive housing (PSH) residents, adults with mental illness were 65% of the total, and 29% were between 45-54 years of age. African Americans represent the largest group in permanent housing (68%) followed by Whites (28%). Most PSH residents (87%) remained longer than 6 months, and 72% remained in permanent housing longer than 12 months which represented a slight increase from 71% in 2011. This suggests that 13% (9-10) persons are expected to cycle out within 6 months and 28% will be out within 1 year, with 27 new residents in the Commons every year. The percent of PSH residents with income attributable to employment also rose from 9.7% in 2010 to 10.9% in 2012 (Annual Data Report, 2012).

Avondale Neighborhood Profile

Located in the heart of Cincinnati, Avondale (Census Track Numbers 34, 66, 67, 68, 69) was annexed to the City of Cincinnati in 1896. Avondale was originally populated in the mid 1800's by wealthy merchants and manufacturers who built spacious homes on large tracts of land. This explains the existence of large, historic homes in Avondale. Less affluent Greek Americans and Eastern Europeans also settled in the area in the early twentieth century. After World War II, many residents left Avondale to buy more "modern" homes in the suburbs, which started the subdivision of the large homes into low-rent apartments. African American residents relocated to the Avondale neighborhood to escape the poor living conditions of the city center. The African American residents created a thriving community.

Avondale houses many notable institutions, including the Cincinnati Zoo and Botanical Gardens, Cincinnati Children's Hospital Medical Center (CCHMC), the Cincinnati Health Department, and the University of Cincinnati Medical Center. Avondale is conveniently located to Interstates I-71 and I-75 and to the Central Business District. Currently, Avondale is experiencing revitalization of the Burnet Avenue corridor that will result in institutional expansion and mixed use development ($100 million). Avondale also has two newly renovated elementary schools: Rockdale Academy ($14 million) and South Avondale ($15 million) (Cincinnati Public Schools).

Avondale is a relatively large neighborhood with a population of 12,466 and 5,596 occupied households (US Census Bureau, 2010). However, the community lost 24% of its population between 2000 and 2010 (Health Foundation of Greater Cincinnati, 2011). This indicates instability of the neighborhood population. The community racial distribution is 92% African American (alone and in combination with other races). In spite of the recent investment in Avondale, 41% of all people in zip code 45229 reported 12 month income below the poverty level (US Census Bureau, 2009-2013 American Community Survey) with a median household income of $18,120 (US Census

Bureau, 2010). In 2010, 27% of adult residents had not graduated from high school. Avondale has a low rate of owner occupied housing (25%), conversely 75% of the occupied units were rented (US Census Bureau, 2010). As of January, 2014, there were 221 homeless individuals who have indicated that their last known residence was Avondale, zip 45229. This information was taken from the Homeless Management Information System (HMIS).

For many who live in the City of Cincinnati, Avondale has the perception of having a high rate of crime. Police District 4 includes 11 neighborhoods of which Avondale is the largest in land area and population. According to the Cincinnati Police Department in 2012 there were a total of 741 violent crimes in District 4: 16 homicides, 71 rapes, 443 robberies, and 211 aggravated assaults.

Since the Aldi's grocery store closed in 2008, Avondale was left without a full service grocer. Avondale residents lack access to fresh food. In addition, Avondale does not have a farmers' market to supplement the grocery store loss. However, many fast food businesses e.g. Burger King, Kentucky Fried Chicken, and White Castle are easy to access along the main north-south corridor of Reading Road.

The Walgreens Pharmacy that was conveniently located on the corner of Reading Road and Rockdale, a major bus transit transfer stop, also closed. Avondale residents no longer have a pharmacy available to them in close walking distance or by bus. Lack of access to a full service grocery store and a pharmacy within walking distance is particularly significant because 39.8% of households in Avondale report that they do not have access to a vehicle for transportation (US Census Bureau, 2010).

According to the Social Compact's 2007 Cincinnati Market Neighborhood Drill Down Report, opportunities exist to develop new businesses to serve underserved markets in Avondale. There are an estimated 8,828 employees in the neighborhood with an employee spending potential of $26.1 million. The lack of a full service grocer results in a leakage of $16.1 million from the neighborhood. Also, underserved retail, apparel, and restaurant demand results in a total estimated leakage of $34.1 million combined.

To profile the health status of Avondale residents we begin by reviewing statistical indicators of health. For instance 20.7% of births to Avondale residents were preterm with 3.5% very preterm, the mean maternal age was 22-24.8 years and the percentage of births to single moms was 63.2%-95% (CCHMC Child Policy Research Center, 1996-2004).

Infant mortality is regarded as a very reliable indicator of population health (Reidpath & Allotey, 2003). One of the highest infant mortality rates in the City of Cincinnati is found in the 45229 zip code boundary which covers a large portion of the Avondale neighborhood. The infant mortality rate of 20.7 infant deaths per 1000 live births for 2007-2010 (Cincinnati Health Department) in Avondale was 3 times the national rate of 6.05 reported by MacDorman, Hoyert, and Mathews (2013).

Life expectancy at birth for Avondale residents is 68.2 years based on mortality rates from 2001-2009 (Cincinnati Health Department). This is very low

compared to the City-wide life expectancy of 76.7 years. Life expectancy in Avondale is ~20 years less than the Cincinnati neighborhood with the highest life expectancy (87.8 years).

The North Avondale neighborhood, which shares a northern border with Avondale, has a life expectancy of 87.1, almost 20 years greater than that of Avondale. The median household income in North Avondale is $47,465 compared to $18,120 in Avondale (US Census Bureau, 2010). A CHD study of death certificates from 2001-2007 calculated crude mortality rates by neighborhood, and found that Avondale's crude mortality rate for this period was 20 % greater than the citywide rate. Out of the 48 Cincinnati neighborhoods studied, Avondale was among the 9 neighborhoods with a crude mortality rate greater than the citywide rate. The top three causes of death for residents of Avondale are heart disease, cancer and stroke.

The Health Foundation of Greater Cincinnati's 2011 Greater Cincinnati Community Health Status Survey Oversample of Avondale residents reported the following:

- 3 out of 10 adults report that they are in excellent or very good health.
- 4 out of 10 adults eat enough fruits and vegetables each day.
- 6 out of 10 adults eat fast food at least once a week.
- 5 out of 10 adults are obese.
- 4 out of 10 adults have been told they have high blood pressure.
- 2 out of 10 adults have been told they have severe allergies, depression, or diabetes.
- 3 out of 10 adults have not had a routine checkup in the last year.
- 2 out of 10 adults do not have reliable transportation to get to the doctor.
- 3 out of 10 adults have had trouble paying or were unable to pay medical bills.

The global health rating is considered a valid measure of the overall community health. The majority of Avondale residents (70%) do not rate themselves as being in excellent or good health. Many Avondale residents do not have adequate transportation to access health care, and do not have enough resources to pay medical bills. Residents without access to a car or other form of transportation do not have reliable access to obtain fresh produce or other nutritional foods, or to a pharmacy to fill prescriptions. We conclude that Avondale residents are among the most vulnerable populations in the City of Cincinnati, as evidenced by high infant mortality rate, low life expectancy, low self-reported general health status, lack of access to fresh foods, and just under half of the population living in poverty.

Assessment

I. Overview of Affordable Housing and Definition of Key Concepts

Since the 1990's, affordable housing has developed into a broad spectrum of programs and developments designed to effectively address needs of various subgroups of vulnerable populations that struggle to afford housing or integrate themselves into the traditional housing market. Affordable housing refers to housing that costs less than 30% of a household's monthly income; it is housing that is therefore accessible to "low-income" individuals and households for rent or homeownership. Most recently, housing efforts and funding have expanded beyond affordability to address the needs of chronically homeless and disabled individuals. Specifically, the U.S. McKinney-Vento Homeless Assistance Act of 1987 assured the provision of supportive services integrated directly into housing facilities. Twelve years later, the Olmstead vs. LC U.S. Supreme Court ruling ensured that individuals with mental health disabilities would also be eligible to reside directly in communities, instead of institutions (Wong et al, 2006; HUD, 2008). The Department of Housing and Urban Development (HUD) is the national body responsible for guidance and national funding for affordable housing; while the management and ownership of affordable housing facilities is delegated to local housing authorities, local government bodies, or non-governmental organizations, such as National Church Residences**.** Due to the delegation of management to local entities, the variety of funding sources that all programs receive, and the diverse needs of impoverished and homeless populations, there is an incredible diversity in affordable housing facilities and experiences for both clients and host communities.

Length of stay at all affordable housing is not determined by income, but by the discretion of the managing organization and specific program requirements. The umbrella of affordable housing includes programs such as Housing Choice Vouchers (formerly known as Section 8), as well as specific programs like Public and Indian housing, and Supportive Housing Programs (SHP).

The Commons at Alaska is an example of a supportive housing program (SHP). SHP is a broad category that includes all affordable housing that is linked to supportive services to assist chronically homeless persons to transition from the streets or shelters to permanent housing. SHPs may take the form of emergency shelters and Transitional Housing facilities (TH)[1] that offer supportive services in conjunction with temporary lodging (HUD, 2008), or an SHP may be a

[1] Transitional Housing (TH) is a component of the Supportive Housing Program named in Section 424(b) of the McKinney-Vento Act. It is non-permanent housing with length of stay limited to 24 months with exceptions on a case by case basis. Services may be accessed up to 6 months after departure from the housing facility.

permanent supportive housing facility. Permanent Supportive Housing or Permanent Housing for People with Disabilities (PSH)[2], are different from other SHP facilities in that there is no limit on length of stay or program participation (Wont et al, 2006).

Regardless of length of stay or the specific subpopulation being housed and served, all facilities that are part of the Supportive Housing Program strive to help homeless individuals achieve residential stability, increase their skill levels and incomes, and live with greater self-determination (HUD, 2008; Pearson et al, 2007; Wong et al, 2006). These services may be provided on-site at a housing facility or off-site; the same organization managing the housing property may also provide the services, or may contract with a community partner to provide them. Services that are named in the McKinney-Vento Act and that are eligible for SHP funding through HUD include child care services, employment assistance programs, nutritional counseling, security arrangements, outpatient health services, food provision, and case management (HUD, 2008). A visual overview of affordable housing is available in Appendix C.

Models of Permanent Supportive Housing (PSH)

PSH is sometimes referred to as "supported" housing to emphasize its specificity and focus on tenure and stability (Tsemberis et al, 2004). The entire premise of PSH is to be a permanent housing option for chronically homeless individuals with disabilities, (and therefore, specific service needs), for an indefinite period of time (Tsemberis; Pearson et al, 2007; Wong et al, 2006; Armstrong et al, 2008). The Commons at Alaska is an example of a permanent supportive housing facility. PSH facilities and their affiliated services may be geographically and programmatically located in a single building or complex (single-site or cluster-site), or be spread across a large area in multiple buildings or centers in different neighborhoods (scattered-site). Caseworkers may be responsible for connecting and even transporting clients from their housing facilities to areas where they will receive their services, or an Assertive Community Treatment (ACT) team is assembled by the housing program or affiliate service organization to provide clients with treatment and services at their residences. These teams are also referred to as residential support teams (Wong et al, 2006; Armstrong et al, 2008; Tsemberis, 2004; Pearson, et al, 2007). A single-site facility has the ability to provide "in-house" services in the residence

[2] Permanent supportive housing is often abbreviated in the literature and recent HUD reports as "PSH". This is not an acronym officially defined in HUD desk guides and legislation, but the definitions of "PSH" programs in all literature reviewed make them analogous to the permanent housing for people with disabilities (PSH) programs described by HUD-specific guidelines. Because of its common usage, "PSH" is the acronym utilized in this assessment to reference permanent supportive housing.

building, either by bringing in contracted medical and service professionals, or employing their own staff (Pearson 2007; Tsemberis, 2004).

PSH facilities—or any affordable housing—can also be described as high or low density (capacity), depending on the number of units their structures offer (Wong et al, 2006). The A29 group has expressed concern about the impact of the scale (density, capacity) of the Commons at Alaska project. The implications of project size will be addressed in the subsequent sections of the assessment.

Housing First and Low-Demand Service Models of PSH

NCR proposes to utilize the "**Housing First"** model of permanent supportive housing, which is also a major focus of HUD grant funding (Wong et al, 2006). Housing First is the direct, or nearly direct, placement of chronically homeless individuals into permanent housing without requiring the completion or enrollment in rehabilitative services or programs (Department of Housing and Urban Development, 2007; Pearson 2007, Tsemberis 2004). In many instances, the Housing First model is combined with a **low-demand** model of service delivery, or low intensity. In contrast to more rigid facilities, those following a low demand model are governed by the principle of harm reduction to keep individuals in their housing "at all costs", even if that means the clients' continued use of substances during their transition to housing stability (Marlatt and Tapert, 1993; Pearson et al, 2007). An example of a low-demand approach is for a case worker to encourage the tenant to care for themselves appropriately in terms of nutrition and sleep, and pay rent and other bills before spending money on drugs (Pearson et al, 2007). Low intensity allows a higher degree of resident autonomy in all aspects of daily life, from coming and going, to having overnight guests in the facility. The spectrum of structure and control spans to high intensity programs, in which residents are subject to more stringent rules and curfews and are often required to participate in treatment. Housing First refers only to intensity of treatment requirements, or lack thereof.

In all Housing First facilities, whether low-demand or more rigid, supportive services are offered and made readily available to clients, the clients are not required to participate in these services to remain in the housing (Pearson et al, 2007). Housing First has been adopted by HUD as the current best practice for PSH, given that many chronically homeless individuals have had negative experiences with psychiatric services (Tsemberis, 2004; Pearson et al, 2007). In numerous cities and programs, Housing First models have been observed to increase client stability, measured by tenure in permanent housing, and consumer satisfaction when compared to programs that require treatment enrollment and compliance to maintain housing. The applicability of Housing First for chronically homeless individuals, even with dual diagnosis of substance abuse and mental disorders, has also been demonstrated (Tsemberis, 2004; Lipton, 2000). However, neither Housing First nor the traditional "continuum of care" model—in which clients are treated for their addictions or conditions before

being placed in permanent housing—showed significant reduction in substance use, regardless of housing stability, in a large study in New York (Tsemberis, 2004).

NCR has stated that the Commons at Alaska will not utilize a low-demand approach; on the contrary, NCR has a zero tolerance for drug-related criminal activity such as illegal manufacture, sale, distribution or use of a drug, as indicated by NCR's Supportive Housing Community Rules, Rule #7. **According to the academic literature, HUD definitions, and NCR statements and funding applications, the Commons at Alaska would be best classified as a high-density, single-site, permanent supportive housing facility for chronically homeless and disabled individuals that utilizes a Housing First model.**

As of 2011, an estimated 300,000 individuals resided in permanent supportive housing programs across the country (AHAR 2011). A nationwide canvas in 2003 revealed that only 33 permanent supportive housing facilities utilized a true Housing First approach (Pearson et al, 2007). The body of existing literature is limited by the scarcity and relative novelty of Housing First programs. The HIA Committee urges all readers and stakeholders to review this report and other sources of information carefully, given fundamental differences in clientele, supervision, and the security of the different types of affordable housing.

II. Potential Impacts of Permanent Supportive Housing (PSH) on Neighborhood Property Values

One of the concerns expressed by the A29 Group is the potential impact of a 90 unit PSH facility on property values in Avondale and North Avondale. Local homeowners, especially those directly adjacent to the proposed project site, have invested in the Avondale neighborhood. It is widely accepted that property values reflect the overall quality of life in the neighborhood as well as the availability of local amenities (Galster et al, 1999). Property values indicate the likelihood of investment in a neighborhood, and the availability of services such as healthcare and education. Low property values indicate economic hardship at the individual and community levels, resulting in psychosocial stress to the individual. Chronic stress has demonstrated concrete health risks by causing changes in the immune system (Segerstrom & Miller, 2004). Economic hardship, financial uncertainty, and community degradation have been specifically cited as sources of stress and, consequently, chronic disease (Phillips et al, 2010; Wandersman & Nation, 1998).

A broad review prepared for the Research and Evaluation Unit of the Minnesota Housing Finance Agency summarizes 16 studies published between 1993 and 2009 that observed the impact of various affordable housing facilities on neighborhood property values. The review concluded that the impact will vary depending on the specific neighborhood context, the nature of the public housing facility, and the management of the facility (Agnew, 2010). For instance, projects

that are well-managed by non-profit organizations were seen to steadily increase property values. The conclusions drawn specifically about the scale of a project (density,capacity) and its impacts on property values came specifically from Section 8 Housing facilities, which are not fully comparable to PSH facilities. The HIA Committee's close review of three studies that specifically addressed PSH facilities do not allow us to predict any certain impacts on property values in the Avondale neighborhood, but can provide guidance on factors that can facilitate an increase in property values following the establishment of a PSH facility.

An 18-year study conducted by the Furman Center for Real Estate and Urban Policy at New York University found that properties within 500 feet of the supportive housing showed "strong and steady growth" in property prices compared to properties from 500 to 1000 feet from PSH. Though causality and direct mechanism for increased value has never been proven, it is theorized that the economic success of PSH facilities and their immediate surroundings may be facilitated by removing an old "eyesore" or blight to make way for a new facility, housing the homeless individuals of that immediate area, or by introducing services to the community that were not previously available (Armstrong, et al, 2008).

The proposed site at Alaska Commons has removed an abandoned nursing home building, which follows suit with one of the aforementioned recommendations. Still, the overall positive finding for PSH in the New York City market is a difficult comparison to make with the housing market in a mid-size Midwestern city, given the desirability of property in Manhattan and areas of Queens and Brooklyn. We cannot take a NYC neighborhood and compare it to a high poverty Cincinnati neighborhood.

A 2010 study of the impact of PSH on property values prepared by the United Way of Greater Houston, utilized the same methodology as the Furman Center in NYC. This study similarly found that property values increased for those properties closest to PSH when compared to properties outside of the 500' area. However, there were "major transformations in municipal and private improvements" (United Way, 2010) in the area of the PSH studied in the Greater Houston study. Hence, we cannot make a direct correlation between PSH and the increase in home values. In Houston, the multimillion dollar infrastructure improvements occurred during the 1994-2010 study period, and included a new light rail line. The authors state that it would therefore "be over simplistic to attribute the increase in property values solely to the development of supportive permanent housing" (United Way, 2010). However, it is important to note that the combination of PSH and other development and investment proved favorable for neighborhood property values. The wide-scale development in the community would obviously benefit both PSH clientele and neighborhood residents by connecting them to additional urban resources. Where property values increase it was never PSH alone stimulating the property value. We cannot make a direct correlation to Avondale because each neighborhood is different. Additional and current investments in Avondale may increase and/or stimulate property values but not in direct correlation to PSH development.

The last study reviewed is a 2013 PSH Impact Analysis commissioned by NCR of its 5 properties in Columbus, Ohio. The Commons at Grant opened in 2003 and is the first and oldest NCR PSH, having been in operation for 10 years at the time of the study. Property sales volume and prices in the Commons at Grant area were slightly higher than in the comparative area and the average parcel sales price was double that of the comparative area (National Church Residences, 2013). Property values decreased at a higher rate (8.1%) in the Commons at Grant area than in the comparative area (2.2%) (NCR, 2013). The study attributes the differences in property values to "real estate market corrections and is expected to stabilize in the near term" (NCR, 2013, p.2).

The Commons at Chantry is the second oldest PSH facility and 9 years old at the time of the study. The Commons at Chantry area has experienced a decline in property values as did the comparative area (NCR, 2013). And finally, The Commons at Buckingham, the third NCR PSH also experienced a decline in property values, however, this decline was "at a much lower rate than those in the comparative area" (NCR, 2013, p.6).

III. Potential Impacts of PSH on Neighborhood Crime Rates

The A29 Group has written that they are concerned about the impact the Commons will have on the crime rate in the area. The perception is that clients may partake in or attract illegal activities, and because their residence is in the immediate neighborhood, those crimes will manifest themselves in the immediate environs: the surrounding neighborhood. Studies reveal that this direct link between the clientele and crime is generally not the case, but it is theorized that PSH has the potential to affect crime in much subtler—but no less important—ways (Galster 2002; NYC).

Avondale already experiences high rates of crime and violent crime when compared to national rates and Cincinnati as a whole. Neighborhood crime has various implications for the health of the individuals of a community, the future clients of the proposed facility, and for the vitality of a neighborhood as a whole. Violent crime results in injury and death, but the threat and fear of all crime increases psychosocial stress and alters everyday behavior (Wandersman & Nation, 1998). Crime rates are therefore an important health determinant and closely interrelated with neighborhood property values, psychosocial stress, and the success of PSH facility clients.

A wide review in 2010 prepared in Minnesota of 6 studies showed varied impacts of affordable housing on crime rates (Spenser, 2010). The studies that were reviewed by the HIA Committee also indicate that the crime rates can remain unchanged, increase at a slower rate, or increase at a greater rate after development of PSH and other forms of affordable housing. NCR's Permanent Supportive Housing Impact Analysis found that crime rates increased around Commons at Grant but at a slower rate than in the comparative area, crime rates remained consistent around Commons at Chantry, and crime rates appear to be on the rise at the Commons at Buckingham. About the rise in crime in the area

of the Commons at Buckingham, “it is not surprising to see a rise in crime incidents since this is the first and only residential building in the Study Area” (NCR, 2013, p. 6).

Another study found a statistically significant increase in disorderly conduct reports within 500’ of PSH, and “there was a pattern that suggested, however that supportive housing’s effect on increasing disorderly conduct reports was greater in the lower-valued neighborhoods” (HUD, 1999, p 1-10). A wide-scale study conducted on 14 supportive housing developments in Denver showed a significant increase in violent crime within 500’ of the facilities with greater than 53 beds but no statistically significant increase in crime rates within 2000’ of the facilities (Galster 2002). Out of the 3 facilities studied in the Galster report that housed clientele that would be similar to that of Commons at Alaska, none were comparable in service intensity or size. The researchers hypothesized that the residents of the facilities were the victims of the crime occurring within 500’ of the facilities, instead of the perpetrators. The authors hypothesized that these “larger” (53+ beds) facilities yielded this increase because they corroded the neighborhood residents’ perceived social control and the collective efficacy of the neighborhood (Galster, 2002).

Only 5 out of 9 focus groups in the neighborhoods where all of these facilities were located had participants who were aware of the existence of these facilities. Only 4 groups organically mentioned the facility at all, one of which was the facility with 53+ beds. Three out of nine focus groups noted a direct connection between undesirable neighborhood changes, and these were the groups containing people who reported living near “dangerous clientele” (ex. Halfway house). However, there was no statistically significant evidence that these types of facilities had increased crime when compared to facilities with other clientele. Although participants in 3 out of 9 focus groups lived in proximity to the larger facilities that were associated with increased crime, the group participants blamed the increases in crime on other indicators of community deterioration—such as prostitutes or abandoned buildings—instead of the PSH facilities (Galster, 2002).

It is almost impossible to make a definite prediction of whether or not a facility will result in increased neighborhood crime, but potential and perception of crime cannot be overlooked, as it has the power to affect residents’ behavior (Wandersman & Nation, 1998). Fear of potential violence and crime limits individuals’ ability and willingness to engage with neighbors—including PSH clients—and their built environment. Perceived safety in common outdoor spaces is necessary to encourage physical activity. Additionally, the social engagement made possible in those outdoor spaces is necessary to establish the social cohesion and informal support systems that improve individual and community health (Szreter, 2003; Wandersman & Nation, 1998). These social ties have been demonstrated to actually reduce neighborhood crime and address other perceived challenges in a community through a process called collective efficacy or social capital (Ansari, 2014; Galster et al, 2002; Sampson, 1997, Larsen et al, 2004).

Social capital and collective efficacy are defined as the willingness and expectation of neighbors to intervene for the common good. If community members fear their neighbors, including PSH clientele, or are too fearful of crime to utilize common spaces that allow them to engage with these neighbors, they will not form crucial social ties, and will be less likely to intervene on their neighbors' behalf. In short, crime and perceived risk of crime can deteriorate the very social processes and strengths that would otherwise be able to control it, and it can prevent activities that would mediate stress and other chronic illness. Sustained fear of crime has been observed to significantly correlate with anxiety and depression in neighborhood residents in Baltimore, even when researchers controlled for other personal and chronic stressors (Taylor et al, 1991; Wandersman & Nation, 1998). The additional health impacts associated with chronic stress and decreased social control will be addressed in Section VI of the assessment.

IV. Potential Impacts of PSH Program Attributes and Location on Client Stability and Success

The stability of PSH clients is pertinent to their success, just as stability of the entire community is required for its health. The goal of permanent supportive housing is for individuals with disabilities, including mental disorders, to remain stably housed and live as independently as possible. Three tangible measures of success that are utilized in almost all studies are tenure in the housing program, under what circumstances clients leave, and where the clients go.

Avondale is a neighborhood with an unstable population. Avondale has lost 24% of its residents over the last 10 years, and over 50% of properties were vacant as of 2010 (US Census Data). In other cities, vacant properties left in the wake of high-turnover have been linked to increased crime, increased stress, and increased vector-borne disease (Alameda). Resident turnover itself impacts neighborhood social cohesion and stability, which "can be thought to be the glue that holds communities together and enables them to build bridges to others" and includes "feelings of connectedness and trust between neighbors" (SOPHIA, 2013). Social cohesion is regarded as a component of population mental health and well being, but it is also the foundation for the constructs of social capital and collective efficacy[3].

[3] Collective Efficacy and Social Capital are defined as a community stock of social trust and norms of reciprocity embedded in social networks that facilitates collective actions for mutual and individual benefits; it is also a shared expectation that neighbors will exert that control to maintain the common vision for the community (Ansari, 2013; Putnam, 2003; Galster et al, 2002). The concept and its relevance to Avondale and the Commons at Alaska is discussed in Section III as it relates to crime, and in Section VII as it relates to stress and stress-related health outcomes, and civic engagement.

Some Avondale community members have voiced concern over a "revolving door" of individuals that will occupy the Commons at Alaska, especially given the high instability of Avondale already; will NCR or the clients have any stake in Avondale as a community if housing is more transitional than permanent? If clients leave the supportive housing program, will they remain in Avondale without any support or resources? It is in the interest of Commons at Alaska clients to be stably housed with 24-hour access to care and case management services, as proposed by NCR, and not return to homelessness in a community with high rates of drug traffic and violence. Therefore, it is important to address potential turnover rates in the Commons at Alaska project, and what research has indicated as the determinants for housing instability.

In a 2006, a HUD-commissioned study of residents staying or leaving permanent supportive housing found high rates of residential turnover, which suggested that PSH is not, in fact, a "permanent" housing situation for all (Wong et al, 2006). The study examines the experience of residents of permanent supportive housing with severe mental illness in Philadelphia during the period from 2001 to 2005. The researchers used retrospective intake and outcome data on over 900 clients, and conducted interviews with about 100 additional clients who had recently left PSH, and about 100 who were housed at the time of the study conclusion. The incidence of leaving was about 30% during the first 18 months and 50% after 30 months of residence, but the average length of stay in permanent housing for the 922 residents was 1,329 days, or 3.65 years (Wong et al 2006).

Regardless of tenure, the majority of PSH clients did not return to homelessness. Of 385 study participants that left PSH, 30.4% left to live with family, friends, or spouses; 23.6% were discharged to more intensive supportive housing programs; 5% of "leavers" died during their stay in PSH; 4.7% were discharged to hospital settings, 3.4% to correctional facilities; and 2.9% returned to homelessness. While 29.6% of leavers were discharged without a destination and were not able to be located by PSH staff during the study period (Wong et al), it is likely that neighborhood-based service providers would have known if these clients had returned to homelessness directly in the same neighborhoods as the PSH facilities from which they were discharged. Similarly, almost 70% of those leaving PSH across the U.S. in 2011 integrated into the mainstream housing market (AHAR, 2011). These findings refute the assumption that those leaving PSH will return to homelessness, namely, in the neighborhood hosting the facility.

An earlier study observing individual-level and program-level characteristics as they related to outcome and tenure concluded that programs of different intensities, formats, and locations received distinct populations from different agencies, and different populations thrived at each type; not surprisingly, one size does not fit all (Lipton et al 2000; Wong et al 2006). Two studies showed that personal level client attributes, most notably, age and utilization of outpatient services, were significantly associated with tenure; older clients stayed

longer than their younger counterparts, and substance abuse was associated with shorter tenure (Lipton et al, 2000).

A study conducted in NYC in 2000 showed significantly longer tenure of clients with substance addictions that were enrolled in programs utilizing a Housing First approach, when compared to clients of other, more traditional models (Tsemberis et al, 2004). There was no difference in reported use of substances with any type of program. In an extensive Philadelphia study, no program-level attributes were statistically significant indicators of success, though no program included in the study exceeded 62 beds, and only two programs utilized the Housing First model. Client success was described as stability in PSH, "graduation" to the normal housing market, or willingly moving to a higher-intensity program, while failure included client admission to psychiatric in-patient treatment, incarceration, death, or return to homelessness. However, qualitative data taken from focus groups with the "leavers" and the "stayers" in Philadelphia indicated that environmental factors—specifically, facility location—were determinants in client outcomes. In fact, housing environmental factors "including the extent of crime and illicit drug activity in the building and neighborhood, were mentioned by leavers as affecting their chance of staying sober and their capacity to manage stress, and subsequently, their ability to stay in permanent housing"; conversely, individuals that "graduated" from PSH and were "successful in their post-permanent housing careers time and again cited the desirability of their housing and neighborhoods as helping them to stay 'focused' and to avoid stressful situations" (Wong et al, 2006, pp. 78). Environmental factors were also evident in other studies. In a multicity study on Housing First PSH focus group data, that included interviews with both case workers and clients, only clients living in a high density, single site facility in a comparatively high-crime neighborhood in San Diego expressed dissatisfaction with their PSH experience. The facility in question was being downsized at the urging of case workers in response to the exposure to neighborhood crime and the instability of clients living there (Pearson, et al, 2007).

Researchers have concluded that "careful consideration should be made as to the location of permanent housing and should avoid placing permanent housing residents in neighborhoods with high crime rates and drug activities that inadvertently increase the risk of relapse for residents" (Wong, et al., p. xviii, 2006). The immediate vicinity of the Commons at Alaska site, Burnet and Rockdale Avenues, is a relatively high crime and high drug activity area.

The effect of PSH facility density—number of units—is a contested factor in the literature. The HIA Committee was unable to locate a study that specifically found PSH program size to have a significant impact on client stability or success. On the contrary, neither of the large scale studies reviewed by the HIA Committee identified program-level attributes—including facility size—to be statistically significant indicators of leaving or staying (Lipton et al 2007; Wong et al, 2006). However, the perceived capacity or availability of housing has also been named as a component of consumer satisfaction (Pearson, et al, 2007). It is also noted that high-density sites that also provide in-house services have

more “latitude” in the type of clients they can effectively serve and accommodate (Pearson, et al, 2007); given the variety of experiences, clientele backgrounds and needs reported in the two major studies of tenure, this latitude is an asset. Housing authorities have also praised high-density facilities in that they address a dire need of beds, and they allow peer support among clients (Corporation for Supportive Housing Omaha, 2010). The noted weakness of high-density, single site facilities is that they limit client choice of housing location (Pearson, et al, 2007).

High-density facilities can create volatile situations with high densities of mental illness. During in-person interviews with 252 current permanent housing residents from 2001-2005, 81% expressed the preference not to live with other mental health consumers, while 10.6% indicated that they would and 8.6% indicated that it did not matter to them[4]. However, on-site services at large facilities provide the personnel and resources to resolve issues quickly (Wong et al, 2006). NCR has noted that high density facilities do not serve all types of clientele equally, but according to research of tenure and discharge, individuals that do not fare well in a certain type of program will rarely return to homelessness (Wong et al 2006).

V. Potential Impacts of PSH on Concentration of Poverty And Overall Economic Levels

Despite the unpredictability of a PSH facility’s effects on property values in the immediate neighborhood, there is a demonstrated economic advantage to the greater community, when chronically homeless individuals are stably housed in permanent housing. In a 2006 study of PSH in Denver, Colorado, it was calculated that for each dollar invested in providing housing to chronically homeless individuals with disabilities, the City of Denver saves $4,745 per person by curbing hospitalization, emergency room visits, and jail time (Perlman & Parvensky, 2006). The study also found an overall positive improvement in the health status and residential stability for formerly homeless residents. This housing study found that 80% of residents maintained their housing for 6 months or more.

Stability, as described in the previous section on Client Success, is a goal of PSH, but it is also what drives the economic gains for all. A client who is housed and connected to medical services is less likely to utilize the emergency department and emergency shelters, and they are also more likely to be connected to other service “safety nets” outside of their housing. For example, only 35% of clients in a PSH program in San Diego with serious mental illness

[4] Of the 252 clients that were currently living with other mental health consumers (54 individuals), 29% of them (16 individuals) expressed preference to live with other mental health consumers (Wong et al 2006), suggesting that this living situation is ideal for some.

were enrolled in Medicaid at the time they were placed in housing; all of the clients were Medicaid eligible, but it was their placement in PSH that allowed caseworkers to enroll them successfully and connect them to outpatient treatment on site or with a partnering agency (Pearson et al 2006).

Establishment of PSH facilities, regardless of their long-term effect on property values or their successful stabilization of chronically homeless individuals, will increase the neighborhood's concentration of poverty. Clients of PSH in three different cities experienced a slightly increased income from non-employment sources over a 12 month period; however, they still remained "well below the poverty line" (Pearson et al, 2006). The proposed Commons at Alaska facility, then, is expected to increase the concentrated poverty in Avondale, which stands at 41% of all people in zip code 45229 (US Census Bureau, 2009-2013 American Community Survey). Despite the conflicting opinions on how high-density affects client experience and success in PSH programs, it is clear that concentrated poverty compromises the health of an entire community.

Individual poverty levels affect a person's financial resources, and therefore, access to education, healthy food, medicine, and healthcare. Concentration of poverty exacerbates feelings of hopelessness and the chronic stresses associated with limited resources. There is a growing body of evidence that concentrated poverty, defined as an area where 40% or more of households earn below the federal poverty level, affects health status and outcomes more than what would be expected based on individual socio-economic status alone; the biomedical and social effects of poverty are compounded when it is concentrated (American Community Survey Briefs, 2011; Sampson, 1997, Evans & English, 2002). At the individual level, the effects of poverty and concentrated poverty are most notable in children and adolescents (Sampson, 1997). An extensive study of multigenerational poverty on 1,556 parent-child pairs concluded that living in a high-poverty neighborhood in one generation has a substantial negative effect on a child's cognitive ability in the next generation (Sharkey & Elwert, 2011). Similarly, in a study of over 2,000 African American children in Chicago, severe concentration of poverty was observed to reduce a child's verbal ability as much as missing a year or more of schooling (Sampson, Sharkey & Raudenbush, 2008).

Neighborhood poverty and instability are also directly correlated with increased rates of violent crime, delinquency and school drop-outs (Figueira-McDonough, 1993). Concentration of poverty at the neighborhood level is also the best statistical predictor of child abuse (Garbino & Crouter, 1978; Wandersman & Nation, 1998). However, poverty, of any concentration, does not only result in decreased access to resources and opportunity and increased access to crime and instability.

Emerging studies suggest that telomere length, the stretch of non-coding DNA "buffer zones" on the tips of chromosomes, is a biomedical indicator of stress; shorter telomeres and lower levels of the enzyme telomerase—which rebuilds telomeres to protect coding regions of DNA when cells divide—indicate higher stress, and a higher risk for damaging coding regions of DNA during

replication (Epel et al, 2004). In a study of the genomes of young African American boys, poverty was associated with shorter telomeres than what would be expected based on age; this is hypothesized to be how disadvantage as a chronic stressor accelerates aging and impacts health at the cellular level (Mitchell et al, 2014).

Any development or policy that further increases the concentration of poverty in disadvantaged neighborhoods has the potential to yield these very concrete health impacts. Unfortunately, there is overwhelming evidence that supportive housing facilities are constructed in comparatively less-affluent neighborhoods due to the economic advantages and the expectation of less community resistance (Galster et al, 2002). Block groups in Philadelphia hosting PSH facilities had a significantly lower median income than the city as a whole, higher proportion of renters, higher crime rates, higher racial diversity, and higher income diversity (Wong et al, 2006). All 14 sites that met unrelated study criteria in Denver happened to have been developed in areas with comparatively high crime rates for all types of crime (Galster et al, 2002). Some of these environmental factors are troublesome in that they compromise success of clients, but they also indicate a broader issue of environmental justice: vulnerable populations, the chronically homeless and mentally ill, are physically placed in the margins of cityscapes, where residents are already struggling against the social and biomedical challenges to which they are disproportionately exposed. The manner in which "toxic" social conditions in impoverished neighborhoods harm mental health has been compared to the way toxic chemicals compromises physical health. New evidence suggests that these 'toxic' social conditions also compromise physical health.

It should be noted that permanent supportive housing can offer tremendous opportunity to financially and socially stabilize a neighborhood, if executed correctly. For instance, the same block groups in Philadelphia that were selected as PSH locations also had significantly more geographical proximity (0.5 mi) to resources such as healthcare facilities, commercial establishments, government offices, gardens, faith-based organizations, and social and cultural organizations (Wong et al, 2006). If the establishment of a PSH can deliver services that were not previously available in the neighborhood, it can become an asset to the community and combat at least some of the barriers to health presented by concentrated poverty.

VI. Impacts of PSH on Stress and Health of Communities and Individuals

The scoping process of the HIA identified stress as both a health determinant and possible impact of the Commons at Alaska process and project. Stress is a critical junction of social factors and health; it is a psychosocial and biomedical condition affected by the environment that also has other physiological and social manifestations. A29 Group and other community members have identified the planning process of the Commons at Alaska project,

as well as the premise of the facility's construction in Avondale, as sources of stress. Also, as discussed in Section IV, previous studies have identified neighborhood characteristics as a source of stress for PSH clients, and potential cause for relapse in substance abusers. As described in Section V, poverty—especially concentrated poverty—has been observed to affect both mental and physical health of neighborhood residents, chiefly because poverty is characterized by the confluence of multiple stressors (Evans & English, 2002). Figure 3 illustrates stress as this nexus of health determinants—including crime, property values, and poverty—and possible health impacts as they relate to the Commons at Alaska project.

Stressors are often characterized and described based on their duration and source[5]. Chronic stress is defined, in the simplest terms, as the cumulative load of minor, day-to-day stresses (McEwen, 1998). However, chronic stressors are also described as pervasive; they invade everyday life and may force individuals to structure or restructure identity or social roles (Segerstrom & Miller, 2004). Chronic stressors are also stable, and individuals do not know when or if the stressor will end, or are certain the stressor will never end (Segerstrom & Miller, 2004). Racism, poverty, displacement, disability, and caregiving are considered sources of chronic stress. The immediate effects of chronic stress are visible in feelings of fatigue, lack of energy, irritability, and demoralization (McEwen, 1998).

Additionally, stress and stressful events lead to physical disease by directly affecting biological processes and inducing harmful behavioral patterns. The allostatic load model and the concept of psychosocial stress describe the physiological and emotional "tipping points", respectively, that compromise health. Allostasis describes health as a state of responsiveness to the surrounding environment. It differs from homeostasis—a biological concept of how things like body temperature must remain within narrow parameters—in this emphasis on change and adaption (McEwen, 1998; Juster et al, 2009). Allostatic load is the point at which an individual's normal physiological response to stressors begins to wear and tear on their system, and does more harm than good. Similarly, psychosocial stress is caused when an individual perceives the environment's demands to "exceed his or her adaptive capacity": it is an overload (Cohen et al, 2007). A major endocrine response to psychosocial or chronic stress is sustained level of cortisol, a "fight or flight" activating hormone that also

[5] Elliot and Eisdorfer's taxonomy of stressors adopted by more recent publications name five classes: Acute time-limited stressors are challenges, such as public speaking or mental math. Brief naturalistic stressors are confrontations with challenges such as exams. Stressful event sequences, like a natural disaster or loss of loved one, have a focal point that becomes a source of stress and poses other challenges in subsequent events. Distant Stressors are past traumatic events, such as experiencing sexual abuse as a child, that have long-lasting cognitive and social effects. Distant stressors are in some cases classified as chronic stressors, too, due to their long-term repercussions.

regulates physiological processes such as anti-inflammatory response and metabolism (Sheldon et al, 2007). Elevated levels of other "downstream" stress hormones can also cause preterm birth, and have been directly connected to psychosocial stress in African American women (Pike, 2005).

In both human and animal models, sustained cortisol levels have been predictors of myocardial infarctions (heart attacks), high blood pressure, decline in memory, and development of insulin resistance (McEwen, 1998). Additionally, based on animal models, chronic stress can cause T-cells—key players in the body's immune system—to pull away from the skin's surface, in contrast to acute stress situations where T-cells flock to the skin's surface in anticipation of infection. The implication is that chronically stressed individuals will experience the effects of minor infections, such as the common cold, much more severely than an individual with normal stress levels, and therefore, an uncompromised immune system (Sergerstrom & Miller, 2004). Meta-analysis of 300 studies of stress and immunity revealed that unlike acute stressors, chronic stressors—especially those associated with social roles or identity—globally suppressed the immune system (Sergerstrom & Miller, 2004).

Social experience is deeply intertwined with these physiological markers of stress. Allostatic load is also affected by the consumption of tobacco and alcohol, dietary choices, and amount of exercise (McEwen, 1998). Unhealthy behaviors often develop as a coping mechanism for stress, but they can amplify the harmful physiological effects of stress. Chronic stress disproportionately affects minority groups because of stress of daily discrimination and structures of injustice that result in material deprivation. "Poverty", as described in the previous section, may be considered a black box of stressors in itself. Although it is difficult to disentangle class and ethnicity, perceived status in society is a documented determinant of health outcomes, with stress serving as the major mechanism (Marmot, 2004).

As described in Section V, affordable housing is disproportionately placed in low-income communities; this can be interpreted as a further marginalization of both clients and community residents, which can cause or confirm feelings of inferiority and lack of control. Both are sources of chronic stress. Lack of control or perceived control in different facets of life are associated with higher risks of coronary heart disease and other chronic disease (McEwen, 1998; Marmot, 2004). These conclusions are consistent with the findings that Housing First and perceived consumer choice in PSH yield better client retention and stability; choice and control reduce stress, while curbing control increases stress (Tsemberis et al, 2004). Similarly, a government's lack of transparency or responsiveness has been documented to cripple social capital of communities by compromising the generalized trust; distrustful citizens will not engage with their governments or their neighbors, though both are avenues to address neighborhood-level stressors like crime (Rothstein & Stolle, 2003; Larsen et al, 2004). At the community level, stress and hopelessness can manifest themselves in survival behaviors such as crime, social isolation, and substance use. Healthy communities—ones that best survive despite actual and perceived

stressors—are those with strong social ties, which build their foundation for social capital (Wandersman & Nation, 1998; Larsen et al, 2004, Sampson et al, 1997).

In addition to improving individual health outcomes, social connectivity gives communities the foundation to exert their informal and formal social control to improve their neighborhoods (Szreter & Woolock, 2003). Not surprisingly, community members with higher social standing, as measured by education level and income, are significantly more likely to exert control over their neighborhood both informally and formally through civic engagement. However, community members with strong social ties, high social capital, regardless of their individual statuses, were also likely to engage civically on behalf of protecting or improving their neighborhoods (Larsen et al, 2004). Social Capital and collective efficacy theories have been criticized in the realm of public health for deterring from an obvious truth: marginalized groups are continually denied the tangible resources they need to be healthy and successful. Though social connectivity and collective efficacy allow certain communities to combat toxic cycles of violence, and perceived powerlessness that are associated with their poverty levels, and therefore controlling some sources of chronic stress, they still remain disadvantaged (Szreter & Woolock, 2003). Civic engagement is the mechanism by which a community may exert their social capital and obtain necessary resources to reduce neighborhood level stressors, but those most in need of these resources are skeptical of the "system" and are least likely to engage (Larsen et al, 2004; Rothstein & Stolle, 2002). Potential environmental stressors, such as introducing a PSH to a vulnerable community, can be mitigated with engaging the community in the process and educating the community about the benefits of PSH to the clients PSH serves.

VII. Mitigation Recommendations

This HIA was conducted at the request of residents in close proximity to the proposed development site. The HIA Committee recognizes the beneficial effects of permanent supportive housing for homeless individuals and the following recommendations are offered to mitigate possible adverse health impacts in vulnerable communities. Based on literature review and the plans for the Commons at Alaska facility as presented in National Church Residences' (NCR) application to the Ohio Housing Finance Agency[6], the Health Impact Assessment Committee makes the following recommendations to optimize potential positive health impacts and minimize potential negative health impacts on Avondale citizens and future Commons at Alaska clients. Many of the following recommendations can be used in the planning for future permanent supportive housing projects and are not specific to Avondale.

[6] The overview for the project can be reviewed in the introduction of this report and the OHFA application is available in Appendix C.

1. The purpose of this recommendation is to address the health impacts of permanent supportive housing (PSH) on stress and health of communities and individuals. (Please see page 28 of this report.)

The developer, in collaboration with the community council and city government, should develop and execute a monitoring and evaluation plan regarding the operations of the PSH including facility operations, building upkeep, compliance with building codes, client stability and turnover, and include in the annual report additional factors relevant to the neighborhood such as crime rate data within a 2000' radius of the facility. This report should be presented to stakeholders including neighbors, City Council, Avondale Community Council, and PSH residents alongside necessary action plans to address problematic factors.

2. The purpose of this recommendation is to address the concentration of poverty and overall economic levels. (Please see page 28, third paragraph of the full report where it discusses PSH as an asset to the community.)

Open the "healthy at home" primary care and pharmacy services to be located in the Commons at Alaska to the Avondale community. It is a goal of HUD's Livable Communities recommendations to share services. This would allow the community to view the project as an asset, and interact with clients and staff naturally and transparently.

3. The purpose of this recommendation is to address social control. (Please see page 31, paragraph 2 of the full report where it discusses the impacts of social control.)

Give priority to housing homeless individuals with ties to Avondale in the Commons at Alaska, such as residents' family members or former residents that meet NCR's criteria, to avoid the perception of "importing" at-risk populations to Avondale.

4. The purpose of this recommendation is to mitigate generalized trust and level of civic engagement. (Please see page 31, paragraph 2 of this report where it discusses civic engagement.)

Improve community outreach efforts to ensure long term success of the Commons at Alaska project. Attend community council meetings for as long as NCR has a facility in Avondale. Require a manager or director of the facility to attend the good neighbor meetings currently facilitated by NCR. Create a Commons at Alaska specific advisory board that includes representation from community members expected to be most impacted by the facility, including but not limited to Avondale and North Avondale residents, and other key stakeholders.

5. The purpose of this recommendation is to address concentration of poverty. (Please see page 26, paragraph 2 of this report where it discusses stabilization of chronically homeless individuals.)

Further reduce the number of units for occupancy at the Commons of Alaska to lessen the impact on the concentration of poverty.

6. This recommendation addresses the concentration of poverty. (Please see page 27 of this report.)

Maintain the number of affordable housing units in Avondale so as not to increase the concentration of poverty. Honor the Cincinnati City Council Ordinance #346 (poverty impaction, 2001 which can be read in Appendix D of this report).

7. This recommendation addresses social connectivity and concentration of poverty. (Please see page 26 of this report where it discusses client housing choice and client integration into the host community.)

Build the Commons at Alaska, and all future PSH facilities, to match the character of the street.

8. This recommendation addresses psychosocial stress and social experience. (Please see page 29, last paragraph of this report where it discusses the impacts of psychosocial stress.)

Incorporate green space at the proposed Commons at Alaska site and use it to develop healthy options, such as vegetable gardens for the clients and community.

9. This recommendation addresses civic engagement and concentration of poverty. (Please see page 31, paragraph 2 of the full report where it discusses social connectivity.)

Partner with local organizations as a way of addressing Avondale's needs. For instance, when designing programming for Commons at Alaska clients, plan to partner and volunteer with organizations such as Gabriel's Place to support Avondale and facilitate client integration into the community.

10. This recommendation addresses the level of civic engagement and the concentration of poverty. (Please see page 28, 3rd paragraph of the full report where it discusses PSH as an asset to the community.)

To counter the impacts of concentrated poverty, PSH developers should support sustainable youth programs in the related community.

11. The purpose of this recommendation is to mitigate possible health impacts of concentration of poverty and poor food access/nutrition. (Please see page 27, third paragraph of the full report.)

Invest in a formal plan, in partnership with the city and NCR, to advocate for services and amenities in the Avondale community to contribute to the community's general well being. For example a full service grocer, i.e. with fresh fruits and vegetables, would improve health and well-being of Avondale residents, including Commons at Alaska residents.

12. The purpose of this recommendation is to address generalized trust and civic engagement. (Please see page 30, last paragraph of this report where it discusses government's lack of transparency or responsiveness has been documented to cripple social capital).

Ensure process transparency of City Government in the continuation of the Commons at Alaska Project development, as distrust is harmful to Avondale residents and the success of the Commons at Alaska.

13. The purpose of this recommendation is to address generalized trust and civic engagement. (Please see page 30, last paragraph of this report where it discusses government's lack of transparency or responsiveness has been documented to cripple social capital.)

The City of Cincinnati and PSH developers should adhere to the City of Cincinnati Ordinance 129 (Homeless to Homes Plan, 2009, Appendix E) and Ordinance 346 (poverty impaction, 2001, Appendix D).

14. The purpose of this recommendation is to address generalized trust and civic engagement. (Please see page 30, last paragraph of this report where it discusses government's lack of transparency or responsiveness has been documented to cripple social capital.)

A legal opinion should be obtained on the relationship between Ordinance 129 (Homeless to Homes Plan, 2009) and Ordinance 346 (poverty impaction, 2001) and how they pertain to the process site selection and proposed development of the Commons at Alaska, from the Law Department of the City of Cincinnati. Were these ordinances followed in the projects' planning and implementation?

15. The purpose of this recommendation is to address generalized trust and civic engagement. (Please see page 30, last paragraph of this report where it discusses government's lack of transparency or responsiveness has been documented to cripple social capital.)

City of Cincinnati (for example Department of Planning and Buildings and Law Department) should update the City of Cincinnati's zoning code 1401.01T to define the terms transitional housing (TH) and permanent supportive housing (PSH) to reflect HUD definitions and/or Ohio Interagency Council on Homelessness and Affordable Housing definitions and clarify the key differences in client tenure.

16. The purpose of this recommendation is to address generalized trust and civic engagement. (Please see page 30, last paragraph of this report where it discusses government's lack of transparency or responsiveness has been documented to cripple social capital.)

The City government should formally incorporate the complaints of Avondale residents about lack of effective notification in the process of site selection, approval, and community outreach. Develop a guiding document which addresses the complaints for the planning of future housing projects in the City, similar to how door-

to-door outreach is part of the protocol for when changes are planned in City zoning codes.

17. The purpose of this recommendation is to address health indicators of generalized trust, social capital and social connectivity and crime. (Please see page 30, last paragraph of this full report.)

Create a police substation in Avondale to protect both Commons at Alaska clients and current Avondale and North Avondale residents. Form partnerships between foot patrols and other "ground level" officers and informal crime control groups, such as citizen's patrols and block groups, to monitor areas of concern, such as the ravine behind the proposed Commons at Alaska site.

Sources

1. Agnew, Spencer. (2010). *The Impact of Affordable Housing on Communities and Households* (Discussion Paper). Minneapolis: The Minnesota Housing Finance Agency, Research and Evaluation Unit. Retrieved from http://www.mnhousing.gov/idc/groups/secure/documents/admin/mhfa_010263.pdf
2. Ansari, S. (2013). Social Capital and Collective Efficacy: Resource and Operating Tools of Community Social Control. *Journal of Theoretical and Philosophical Criminology.* 5(2): 75-94. Retrieved from http://www.jtpcrim.org/July-2013/Article-4-Sami-Manuscript-Ansari-July-2013.pdf
3. Armstrong, A., Been, V., Gould Ellen, I., Gedal, M., Voicu, I. (2008). *The Impact of Supportive Housing on Surrounding Neighborhoods: Evidence from New York City* (Policy Brief). New York, NY: Furman Center for Real Estate and Urban Policy, New York University. Retrieved from http://furmancenter.org/files/FurmanCenterPolicyBriefonSupportiveHousing_LowRes.pdf
4. Cohen, S., Janicki-Deverts, D. & Miller, G.E. (2007). Psychosocial Stress and Disease. Journal of the American Medical Association. 298(14), 1685-1687. Retrieved from http://www.psy.cmu.edu/~scohen/JAMA_2007_Psy_Stress_Disease.pdf
5. Epel, E., Blackburn, E., Lin, J., Dhabhar, F.S., Adler, N., Morrow, J. & Cawthon, R. (2004). Accelerated telomere shortening in response to life stress. *Proceedings of the National Academy of Science.* 101(49), 17312-17315.
6. Evans, G.W., English, K. (2002). The Environment of Poverty: Multiple Stressor Exposure, Psychophysiological Stress, and Socioemotional Adjustment. *Child Development.* 73 (4), 1238-1248. Retrieved from http://onlinelibrary.wiley.com/doi/10.1111/1467-8624.00469/abstract
7. Galster, G, Petit, K., Santiago, A., Tatian, P., Newman, S. (1999). *The Effect of Supportive Housing on Neighborhoods and Neighbors in Denve*r (HUD Report no. 06542-011-00). Washington, D.C.: The Urban Institute. Retrieved from http://www.huduser.org/Publications/pdf/support_1.pdf
8. Galster, G, Petit, K., Santiago, A.,& Tatian, P. (2002). The Impact of Supportive Housing on Neighborhood Crime Rates. *Journal of Urban Affairs*. 24:3, 298-315. Retrieved from http://www.highlinetimes.com/sites/robinsonpapers.com/files/SupportiveHousingStudy.pdf
9. Garbarino, J. & Crouter, A. (1978). Defining the community context for parent-child relations: The correlates of child maltreatment. *Child Development,* 49, 604-616.

10. Juster, R.P., McEwen, B.S. & Lupien, S.J. (2009). Allostatic load biomarkers of chronic stress and impact on health and cognition. *Neuroscience and Biobehavioral Reviews.* doi:10.1016/j.neubiorev.2009.10.002
11. Larsen, L., Jardan, S., Bolin, B., Hackett, E., Hope, D., Kirby, A., Nelson, A., Rex, T., & Wolf, S. (2004). Bonding and Bridging: Understanding the Relationship between Social Capital and Civic Action. *Journal of Planning and Education Research*, 24:1. 64-77. Retrieved from http://www.asu.edu/clas/oldshesc/faculty/pdf/JPERBondingandBridging.pdf
12. Lipton, F.R., Siegel, C., Hannigan, A., Samuels, J., Baker, S. (2000). Tenure in Supportive Housing for Homeless Persons with Severe Mental Illness. *Psychiatric Service.* 51(4), 478-486. Doi: 10.1176/appi/ps.51.4.479
13. Marmot, Michael. (2004). *The Status Syndrome: How Social Standing Affects Our Health and Longevity* New York, Times Books
14. McEwen, B.S. (1998). Protective and Damaging Effects of Stress Mediators. *New England Journal of Medicine.* 338(3), 170-179.
15. Mitchell, C., Hobcraft, J., McLanahan, S.S., Rutherford Siegel, S., Berg, A., Brooks-Gunn, J., Garfinkel, I. & Notterman, D. (2014). Social Disadvantage, genetic sensitivity, and children's telomere length. *Proceedings of the National Academy of Sciences.* 111(16), 5944-5949. doi: 10.1073/pnas.1404293111National Church Residences. (2013). *Permanent Supportive Housing Impact Analysis: Property Values, Land Use and Crime in Columbus, Ohio Neighborhoods with National Church Residences Permanent Supportive Housing*. Columbus, OH: Arch City Development; Urban Decision Group. Retrieved from http://shnny.org/uploads/Columbus-NIMBY-Study-2013.pdf
16. Pearson, C., Locke, G. Montegomery, A.E., & Buron, L.U.S. (2007). *The Applicability of Housing First Models to Homeless Persons with Serious Mental Illness: Final Report*. Department of Housing and Urban Development. Washington, D.C Retrieved from http://www.huduser.org/portal/publications/hsgfirst.pdf
17. Perlman, J. & Parvensky, J. (2006). *Denver Housing First Collaborative: Cost Benefit Analysis and Program Outcomes Report.* Denver, CO: Colorado Coalition for the Homeless. Retrieved from http://www.denversroadhome.org/files/FinalDHFCCostStudy_1.pdf
18. Phillips, D., Clark, R., Lee, T., Desautels, A. (2010). Rebuilding Neighborhoods, Restoring Health: A Report on the impact of foreclosure on public health (Final report). Oakland, CA: Alameda County Public Health Department; Causa Justa. Retrieved from http://www.acphd.org/media/53643/foreclose2.pdf

19. Pike, I.L. (2005). Maternal Stress and Fetal Response: Evolutionary Perspectives on Preterm Delivery. *American Journal of Human Biology.*17: 55-65.
20. Putnam, R.D. (1993). *Making Democracy Work: Civic Traditions in Modern Italy*. Princeton: Princeton University Press.
21. Rothstein, B., Stolle, D. (2002). How Political Institutions Create and Destroy Social Capital: An Institutional Theory of Generalized Trust. *Paper presented at the annual meeting of the American Political Science Association, Boston, MA.* Retrieved from: https://www.apsanet.org/~ep/papers/2003winner.pdf
22. Sampson, R.J. (2008). Moving to Inequality: Neighborhood Effects and Experiments Meets Social Structure. *American Journal of Sociology.* 114(1): 189-231. Retrieved from http://scholar.harvard.edu/sampson/publications/moving-inequality-neighborhood-effects-and-experiments-meet-social-structure-0
23. Sampson, R.J., Raudenbush, S.W., Earls, F. (1997). Neighborhoods and Violent Crime: A Multilevel Study of Collective Efficacy. *Science.* 277 (5328), 918-924. Retrieved from http://www.jstor.org/stable/2892902
24. Sampson, R.J., Sharkey, P., Raudenbush, S.W. (2008). Durable effects of concentrated disadvantage on verbal ability among African American children. *Proceedings of the National Academy of Science*. 105 (3): 845-853. Retrieved from http://www.ncbi.nlm.nih.gov/pubmed/18093915
25. Segerstrom, S.C. & Miller, G.E. (2004). Psychological Stress and the Human Immune System: A Meta-Analytic Study of 30 Years of Inquiry. *Psychol Bull.* 130(4), 601-630.
26. Sharkey, P. & Elwert, F. (2011). The Legacy of Disadvantage: Multigenerational Neighborhood Effects on Cognitive Ability. *American Journal of Sociology* 116: 1934–1981. Retrieved from http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3286027/
27. Szreter, S. & Woolock, M. (2004). Health by association? Social theory, and the political economics of public health. *International Journal of Epidemiology.* 33(4), 650-667. doi:10.1093/ije/dyh013
28. The Corporation for Supportive Housing (CSH). (2012). *Supportive Housing & Olmstead: Creating Opportunities for People with Disabilities* (Discussion Paper). New York, NY: CSH. Retrieved from http://www.csh.org/resources/supportive-housing-olmstead-creating-opportunities-for-people-with-disabilities/
29. The Society of Practitioners of Health Impact Assessment (SOPHIA). *Mental Health Definitions for Health Impact Assessment* (Draft). Mental Health in HIA Working Group.

30. Tsemberis, Sam, Gulcur, L., Nake, M. (2004). Housing First, Consumer Choice, and Harm Reduction for Homeless Individuals With a Dual Diagnosis. *American Journal of Public Health* 94:4, 651-56. Retrieved from http://www.ncbi.nlm.nih.gov/pmc/articles/PMC1448313/
31. U.S. Department of Housing and Urban Development. (2008). *HUD'S Homeless Assistance Programs*: *Supportive Housing Program Desk Guide.* Retrieved from https://www.onecpd.info/resources/documents/SHPDeskguide.pdf
32. United States Census Bureau. (2011). *Areas with Concentrated Poverty: 2006-2010* (American Survey Brief). Wasthington, D.C.: Bishaw, Alemayehu. Retrieved from https://www.census.gov/prod/2011pubs/acsbr10-17.pdf
33. The United Way of Greater Houston. (2010). *Impact of Supportive Housing On Neighboring Properties In Houston, Texas.* Retrieved from http://www.austintexas.gov/edims/document.cfm?id=154424
34. Wandersman, A. & Nation, M. (1998). Urban Neighborhoods and Mental Health: Psychological Contributions to Understanding Toxicity, Resilience, and Interventions. *American Psychologist.* 53 (6), 647-656. Retrieved from http://www.ncbi.nlm.nih.gov/pubmed/9633265
35. Williams, D. R. (1999). Race, Socioeconomic Status, and Health: The Added Effects of Racism and Discrimination. *Annals of the New York Academy of Sciences*. 896, 173-188. Retrieved from http://www.ncbi.nlm.nih.gov/pubmed/10681897
36. Wong, Y.L.I., Hadley, T., Culhane, D., Poulin, S., Davis, M., Cirksey, B., Brown, J. (2006). *Predicting Staying in or Leaving Permanent Supportive Housing That Serves Homeless People with Serious Mental Illness: Final Report.* Philadelphia, PA: U.S. Department of Housing and Urban Development. Retrieved from http://www.huduser.org/Publications/pdf/permhsgstudy.pdf

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Appendix A: Glossary of Key Terms

Affordable Housing: Housing that costs no more than 30 percent of a household's monthly income. The term does not denote ownership or management of the property; rather, it simply refers to its rate and affordability.

Assertive Community Treatment (ACT) team: Originally developed in Madison, WI in the 1980's, this approach was modified and made famous by the Pathways to Housing Program in New York. The interdisciplinary team is available 24-hours a day to provide **supportive services** to clients of **scattered-site** programs. ACT teams "enhance the client's community adjustment, decrease time spent in institutions, and prevent the development of a chronic 'patient' role" (Pearson et al, 2007, pp. xvi).

Chronic Stress: Exposure to endless or seemingly endless stressors such as racism, poverty, displacement, disability that can influence identity or social roles.

Chronically homeless: An unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more OR has had at least four (4) episodes of homelessness in the past three (3) years.

Collective efficacy: A form of social organization that combines social cohesion and shared expectations for social control. It is often used interchangeably with **Social Capital** to communicate a community's ability to "rally" for change or control.

Concentrated Poverty: An area where 40% or more of households have incomes below the Federal Poverty Level.

Disabling condition: A diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions. A disabling condition limits an individual's ability to work or perform one or more activities of daily living.

Homeless person: A person sleeping in a place not meant for human habitation or in an emergency shelter, or a person in **transitional housing**.

Housing First Model: The direct, or nearly direct, placement of targeted homeless people into permanent housing. Even though the initial housing placement may be transitional in nature, the program commits to ensuring

that the client is housed permanently. While supportive services are to be offered and made readily available, the program does not require participation in these services to remain in the housing.

Low-Demand: A policy in Housing First facilities that is governed by the principle of harm reduction to keep individuals in their housing "at all costs", even if that means the clients' continued use of substances during their transition to housing stability.

Low intensity: A program of supportive housing that allows a high degree of resident autonomy in all aspects of daily life, from coming and going, to having overnight guests in the facility.

The Ohio Housing Finance Agency (OHFA): The OHFA facilitates the development, rehabilitation and financing of low- to moderate-income housing. Formerly a division of the Ohio Department of Development, OHFA became an independent state agency in 2005.

Permanent Supportive Housing (PSH): The State of Ohio has adopted the following definition of PSH:

- PSH is permanent, community-based housing targeted to extremely low income households with serious and long-term disabilities;
- PSH tenants have leases that provide PSH tenants with all rights under tenant-landlord laws. Generally, PSH provides for continued occupancy with an indefinite length of stay as long as the PSH tenant complies with lease requirements;
- At a minimum, PSH meets federal Housing Quality Standards (HQS) for safety, security and housing/neighborhood conditions;
- PSH complies with federal housing affordability guidelines – meaning that PSH tenants should pay no more than 30-40 percent of their monthly income for housing costs (i.e., rent and tenant-paid utilities);
- PSH services are <u>voluntary</u> and cannot be mandated as a condition of admission to housing or of ongoing tenancy. PSH tenants are provided access to comprehensive and flexible array of voluntary services and supports responsive to their needs, accessible where the tenant lives if necessary, and designed to obtain and maintain housing stability;

- PSH services and supports should be individually tailored, flexible, accessible by the tenant, and provided to the extent possible within a coordinated case plan; and

- As an evidence-based practice, the success of PSH depends on ongoing collaboration between service providers, property managers, and tenants to preserve tenancy and resolve crisis situations that may arise.

Psychosocial Stress: A state in which an individual perceives the environment's demands to "exceed his or her adaptive capacity": it is an overload. Psychosocial stress is associated with harmful coping behaviors, such as smoking, and neurobiological responses, namely, continual secretion of cortisol.

Public Housing: In concept, it is any housing that is subsidized or constructed using public funds, though not necessarily managed or owned by a government agency**.** The HUD Public Housing program provides "decent and safe" rental housing for eligible low-income families, the elderly, and persons with disabilities. HUD provides funding and technical support to local housing authorities, who manage the rental properties.

Scattered-site: Supportive housing that is dispersed within non-supportive housing buildings.

Single-Site: Supportive housing developments in which the supportive housing units all are located in a single building with on-site social services.

Social capital: A community stock of social trust and norms of reciprocity embedded in social networks that facilitate collective actions. This definition by S. Ansari integrates elements of several definitions given by various scholars. It is also defined as a social energy potential of a community that can be either constructive or destructive. It is often used interchangeably with **Collective Efficacy** to communicate a community's ability to "rally" for change or control.

Supportive Housing Program (SHP): Emergency, transitional, or permanent housing that provides or connects clients to **supportive services** such as case management, substance abuse counseling, job preparation, primary medical care, or child care to aid their transition to housing. The **McKinney-Vento Act** states that the program is to "promote the provision of supportive

housing to homeless persons to enable them to live as independently as possible." (Title IV, C Section 421).

Supportive services: Supportive services assist homeless persons to transition from the streets or shelters to permanent housing. Supportive services named in the **McKinney-Vento Act** include child care services, employment assistance programs, nutritional counseling, security arrangements, outpatient health services, food provision, and case management.

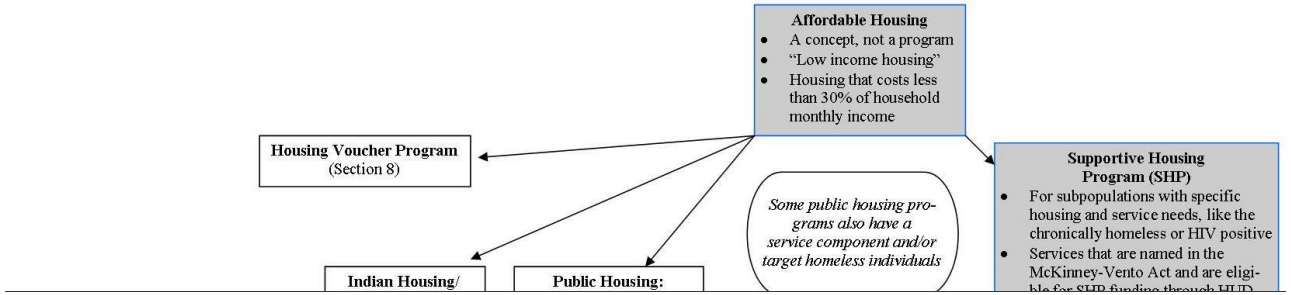
Telomere: The stretch of non-coding DNA "buffer zones" on the tips of chromosomes that prevent damage to coding regions of DNA during replication. Telomeres shorten every time a cell divides.

The McKinney-Vento Act: The U.S. McKinney-Vento Homeless Assistance Act was signed into law on July 22, 1987. It provides for a variety of HUD housing options to help stabilize the lives of homeless persons. These include emergency, transitional and permanent supportive housing within the Supportive Housing Program. The law further allows for tenant-based and project-based assistance.

The U.S. Department of Housing and Urban Development (HUD): The national agency responsible for researching and setting housing standards, best practices, and for funding local housing authorities.

Transitional Housing (TH): a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. Homeless persons may receive supportive services which may be provided by the organization managing the housing or coordinating by them and provided by other public or private agencies. TH can be provided in one structure or several, at one site or multiple structures at scattered sites. TH grantees or project sponsors are required to make services available.

Appendix B, Figure 1: **Glossary of Key Terms**



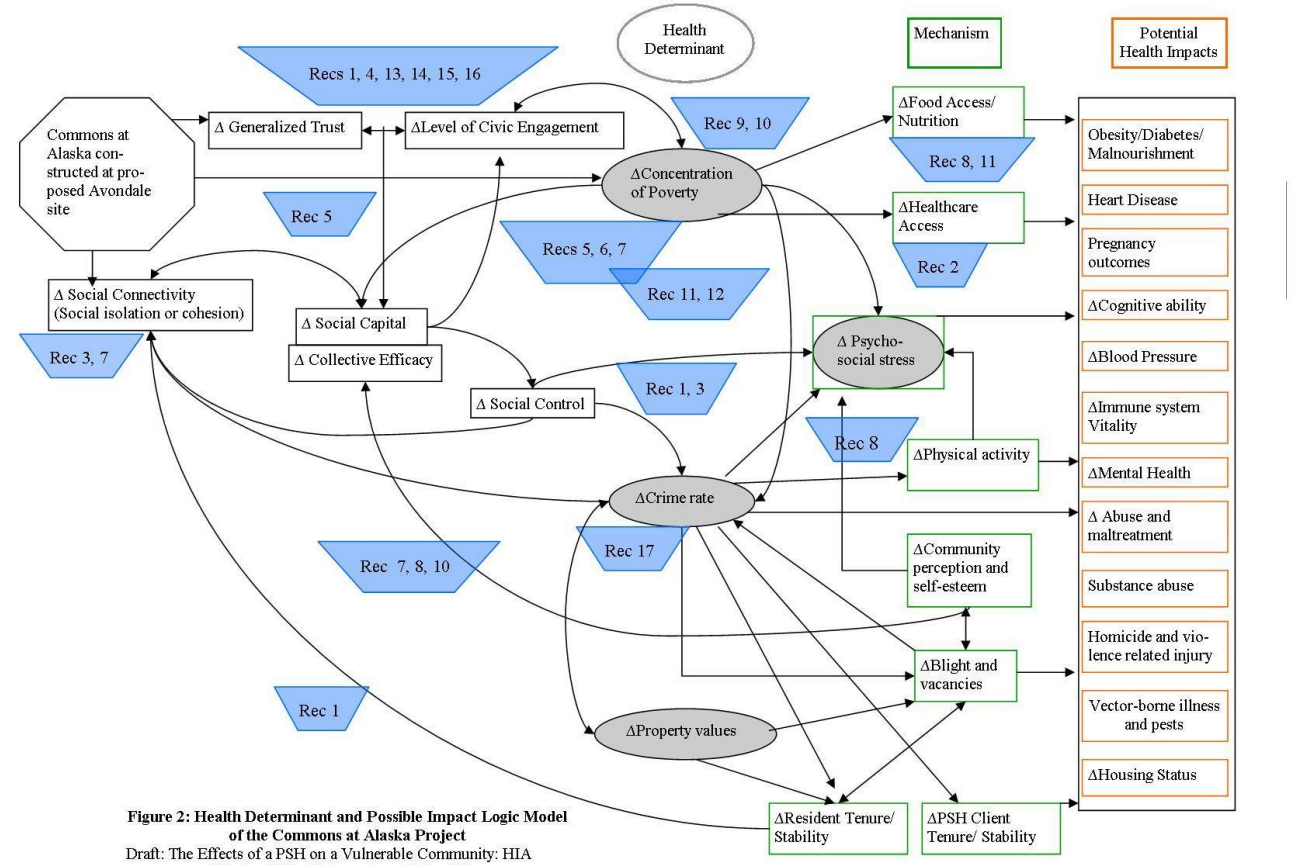


Figure 2: Health Determinant and Possible Impact Logic Model of the Commons at Alaska Project
Draft: The Effects of a PSH on a Vulnerable Community: HIA
Cincinnati Health Department, May 2014

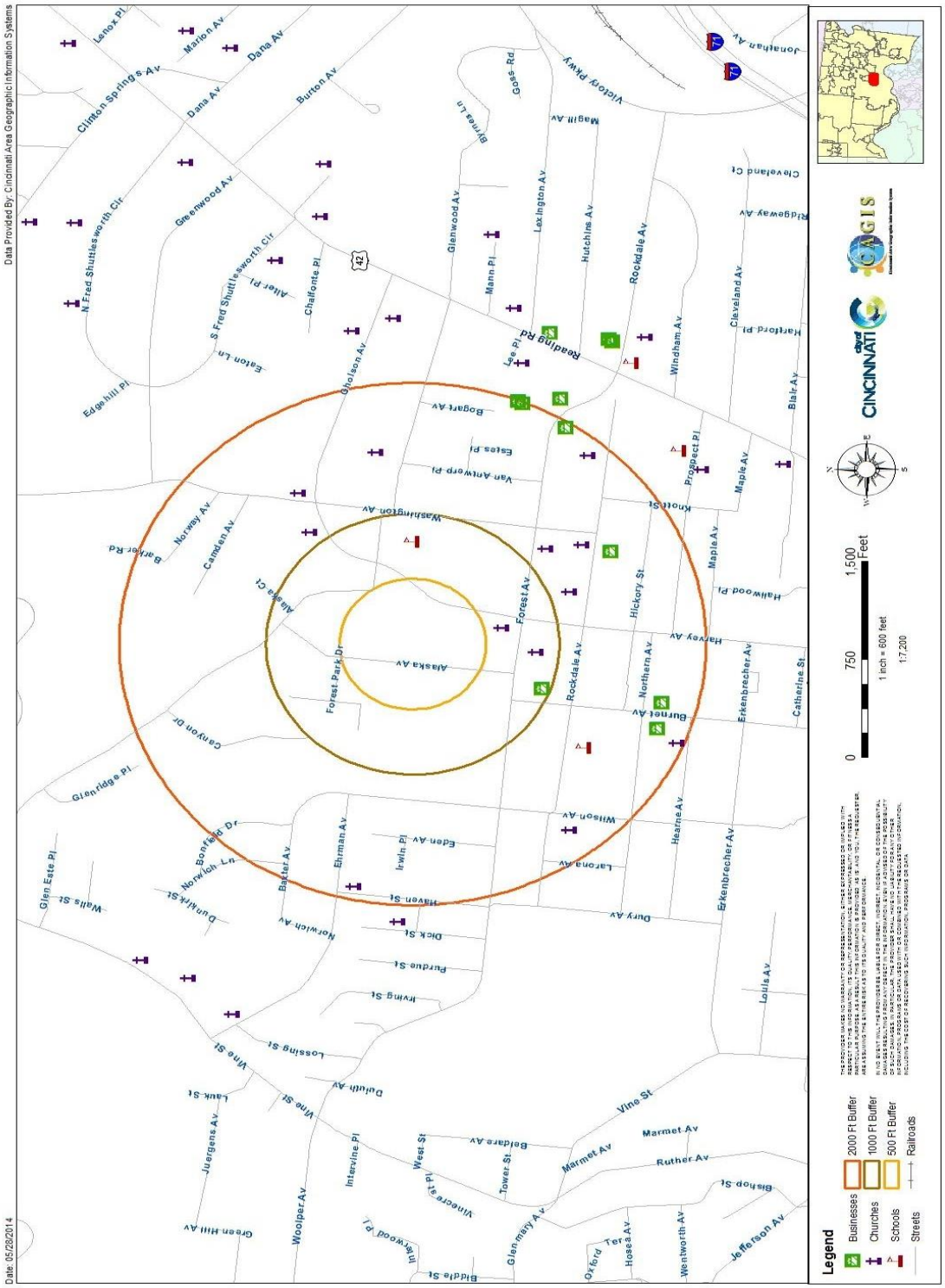
Appendix B, Figure 2: Health Determinant and Possible Impact Logic Model of the Commons at Alaska Project.
The model synthesizes research findings from literature on permanent supportive housing and relevant topics in the fields of criminology, sociology, biology, psychology, medicine, political science, and public health. Moving from left to right, the model demonstrates the possible pathways in which the introduction of a PSH facility, as proposed in NCR'S application to OHFA*, could positively or negatively impact health of Avondale residents and PSH clients. All arrows indicate a connection that is supported by existing publications; the direction of arrows indicates causality. Mechanisms (green boxes) illustrate how health determinants (gray) can yield specific physiological or medical results (orange) .

The proposed Commons at Alaska project, if completed, will definitely increase the concentration of poverty. It is likely that the project will reduce the social connectivity of Avondale, and compromise generalized trust between the Avondale community, NCR and clients, and local government. From left to right, the framework illustrates how these predicted effects can also move "downstream" to affect health determinants and health impacts in Avondale. Alternatively, the symbol of Δ indicates a the possibility of multidirectional "change"; for instance, finding a way to off-set the predicted reduction of social connectivity would improve the level of social capital in Avondale, and potentially, all consequent connections.

These relationships are documented but not definite, and the committee believes the relationships can be mediated through recommendations (in blue) to optimize positive health outcomes for the entire community of Avondale, including future Commons at Alaska clients, and all future PSH stakeholders.

*Definition of key terms and acronyms are available in the glossary (Appendix A) on page 36 of the full report.

Appendix B., Figure 3: Site Map of Immediate Impact Area of Commons at Alaska



Appendix C. NCR OHFA Application

OHIO HOUSING FINANCE AGENCY

57 E Main Street Columbus OH 43215 | Phone 614.466.7970 | Toll Free 888.362.6432 | www.ohiohome.org

Commons at Alaska

2013 Low Income Housing Tax Credit Proposal

Photograph or Rendering

Project Narrative

National Church Residences is developing Commons at Alaska (CAA) to provide 99 units of new permanent supportive multi-family housing for homeless and disabled individuals in Cincinnati, Ohio. Located at 3584 Alaska Avenue in the Avondale neighborhood, CAA will incorporate affordable housing and in partnership with Greater Cincinnati Behavioral Health Services (GCB) provide supportive services to low income individuals who experience homelessness, and disability. National Church Residences is the sole property developer and will provide property management for the CAA.

Project Information

Pool: Permanent Supportive Housing
Construction Type: New Construction
Population: Homeless & Disabled
Building Type: Elevator Apartment

Ownership Information

Ownership Entity: The Commons at Alaska Housing Limited Partn
Majority Member: National Church Residences Commons at Alask
Minority Member: None
Syndicator or Investor: National Affordable Housing Trust, Inc
Non-Profit: National Church Residences

Development Team

Developer: National Church Residences
Phone: (614) 451-2151
Street Address: 2335 N. Bank Dr.
City, State, Zip: Columbus, OH 43220
General Contractor: TBD
Management: National Church Residences
Syndicator: National Affordable Housing Trust
Architect: Berardi + Partners

UNITS	Bedrooms	Bathrooms	Square Footage	Affordable to what AMGI?	Occupied by what AMGI?	Gross Rents	Tenant Paid Utility	Rental Subsidy	Net Rent	Monthly Rental Income	Maximum Gross Rent
10	1	1	540	30%	30%	$386	$0	$227	$ 613	$ 6,130	$ 360
40	1	1	540	50%	50%	$613	$0	$0	$ 613	$ 24,520	$ 600
49	1	1	540	60%	60%	$613	$0	$0	$ 613	$ 30,037	$ 720
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
0	0	0	0	0%	0%	$0	$0	$0	$ -	$ -	$ -
99										$ 60,687	

Financing Sources		
Construction Financing		
Construction Loan:	$	7,350,000
Tax Credit Equity:	$	761,068
Historic tax Credits:	$	-
Deferred Developer Fee:	$	1,580,000
HDAP:	$	-
Other Sources:	$	2,294,100
Total Const. Financing:	$	11,985,168
Permanent Financing		
Permanent Mortgages:	$	-
Tax Credit Equity:	$	10,872,400
Historic tax Credits:	$	-
Deferred Developer Fee:	$	399,563
HDAP:	$	-
Other Soft Debt:	$	1,543,000
Other Financing:	$	501,100
Total Perm. Financing:	$	13,316,063

Housing Credit Request			
Net Credit Request:	$		1,235,500
10 YR Total:	$		12,354,998
Development Budget		**Total**	**Per Unit:**
Acquisition:	$	100	$ 1
Predevelopment:	$	588,605	$ 5,946
Site Development:	$	586,961	$ 5,929
Hard Construction:	$	9,131,088	$ 92,233
Interim Costs/Finance:	$	387,888	$ 3,918
Professional Fees:	$	2,022,271	$ 20,427
Compliance Costs:	$	165,230	$ 1,669
Reserves:	$	433,920	$ 4,383
Total Project Costs:	$	13,316,063	$ 134,506
Operating Expenses		**Total**	**Per Unit**
Annual Op. Expenses	$	578,560	$ 5,844

Appendix D. City of Cincinnati ordinance 346 (Impaction Ordinance/Checklist)

E.M.T.R.

City of Cincinnati

An Ordinance No. 346 -2001

20010424

DECLARING the policy of the City of Cincinnati in the budgeting and expenditure of Community Development Block Grant and HOME Investment Partnerships Program funds and in the approval of low income tax credit projects to support homeownership, reduce the concentration of poverty, rehabilitate vacant and abandoned buildings, preserve and improve affordable housing and oppose the construction of new publicly-assisted low-income rental units unless the construction reduces the concentration of poverty.

WHEREAS, Council desires to promote liveable neighborhoods for everyone, promote mixed-income neighborhoods, preserve and improve the City's affordable housing stock, expand choice for participants in public housing; and

WHEREAS, Council intends to pursue a comprehensive fair and affordable regional housing policy that will advance the common good by promoting a preferential option for enhanced housing opportunities for all, especially the poorest;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. Council declares that it is the policy of the City of Cincinnati in the budgeting and expenditure of Community Development Block Grant and HOME Investment Partnerships Program funds and in the approval of low income tax credit projects to

- Support homeownership through projects such as down payment assistance, emergency foreclosure assistance, lead abatement assistance, rehabilitation loans for owner-occupants, and the creation of new ownership units.
- Reduce the concentration of poverty through projects such as Hope VI that provide ramps to homeownership.
- Rehabilitate vacant and abandoned buildings.
- Preserve existing stock of affordable housing by supporting rehabilitation and upkeep projects.
- Encourage the development of housing choices for persons of all income levels throughout the region.

- Improve affordable housing by giving priority to projects where four- or five-unit buildings are converted into more attractive and affordable buildings with fewer units and larger living spaces that meet modern living standards.

- Combat the abuses of absentee owners by giving priority to projects where the owner commits to occupy a dwelling within the project.

- Oppose the construction of new publicly-assisted low-income rental units unless the construction reduces the concentration of poverty or are intended for occupancy by the elderly.

Section 2. Council directs the City Manager to follow these policy directives in the budgeting and expenditure of Community Development Block Grant and HOME Investment Partnerships Program funds.

Section 3. Council further directs the City Manager to report to Council on compliance with these policy objectives on all proposals made to the Council for the expenditure of Community Development Block Grant and HOME Investment Partnerships Program funds.

Section 4. Council further directs the City Manager to report to Council on compliance with these policy objectives on all proposals made to the Council for the approval of Low Income Housing Tax Credit projects to the Ohio Housing Finance Agency.

Section 5. This ordinance shall go into effect from and after the earliest time allowed by law.

Passed: October 31, 2001

Mayor

Attest: Melissa Autry
Acting Clerk

346

2001

11-13-01

Clerk of Council

City of Cincinnati

Date: January 8, 2003

To: Mayor and Members of Council

From: Valerie A. Lemmie, City Manager

Subject: **Guidelines to Implement the Impaction Ordinance**

Ref. Document # 200204621

The review required by this motion has been implemented. The purpose of this report is to further establish clear guidelines for the funding of housing projects by the City of Cincinnati so as to foster homeownership in the City, reduce the impaction on neighborhoods from concentrations of poverty, and encourage mixed-income developments and neighborhoods in the City and region. Through the adoption of the Impaction Ordinance (Ordinance No. 346-2001) Council directed the City Administration to follow eight policies in:

- The budgeting and expenditure of Community Development Block Grant funds.
- The budgeting and expenditure of HOME Investment Partnerships Program funds.
- The approval of Low Income Housing Tax Credit projects.

The Administration intends to extend those policies to City Capital Budget-funded housing projects as well. Projects that are intended to increase the percentage of homeownership within the City are not subject to these Guidelines. Through this report, the Administration intends to provide developers, staff and other interested parties a better and more complete understanding of the City Council policy direction. This report provides definitions for terms used in the Impaction Policies and Guidelines and explicates each of the eight Council adopted Impaction Policies.

Policy Guidelines:

The Impaction Policies adopted by Ordinance No. 346-2001 are set out in bold italics and followed by the Administration's recommended Impaction guidelines:

1. ***Support homeownership through Projects such as down payment assistance, emergency foreclosure assistance, lead abatement assistance, rehabilitation loans for owner-occupants, and the creation of new ownership units.***

   Projects that are intended to increase the percentage of homeownership within the City are not subject to these Guidelines. For purposes of furthering Policy No. 1 and supporting homeownership, the Department of Community Development funds Projects from the following Community Development Block Grant and HOME Investment Partnerships Program funds as appropriated by City Council. The 2002 appropriations are set out in Appendix I.

2. ***Reduce the concentration of poverty through Projects such as Hope VI that provide ramps to homeownership.***

   Projects where the percentage of dwelling units in the Project that are for the exclusive

Approved for Compliance with Ordinance No. 346-2001:

Michael L. Cervay, Director of Community Development

Reviewed:

Assistant City Solicitor

Name: _____

Appendix E. City of Cincinnati Ordinance 129 (Homeless to Homes)

EMERGENCY

City of Cincinnati

AAD/GPC/CMZ

An Ordinance No. 129 -2009

DIRECTING the Cincinnati/Hamilton County Continuum of Care for the Homeless to immediately take steps to implement the Homeless to Homes Plan by providing a comprehensive framework for ensuring that single homeless men and women have access to safe, appropriate shelter facilities that provide them with the services necessary to move out of homelessness per the terms further described in this ordinance.

WHEREAS, since 1996, the City of Cincinnati and Hamilton County have partnered around the Continuum of Care for the Homeless ("CoC") efforts to plan and implement a comprehensive, effective service and housing delivery system for the homeless, including street outreach, individual and family emergency shelters, transitional and permanent housing, and services-only programs; and

WHEREAS, the Cincinnati/Hamilton County Continuum of Care for the Homeless is one of the nation's top-scoring CoC programs and maximizes federal resources attracted to Greater Cincinnati, with a reputation for effective planning, implementation, and innovation, with overall outcomes that exceed national expectations; and

WHEREAS, the homeless sections of the Consolidated Plans of both the City and the County match and identify the housing needs and current inventory of facilities as are critical to the success of the CoC and of each jurisdiction's ability to continue to generate and utilize federal Housing and Urban Development resources; and

WHEREAS, in 2007, there were a total of 7,298 unduplicated persons served through street outreach, emergency shelters and/or transitional housing within the City of Cincinnati and Hamilton County, of which 3,604 were single males and 1,139 were single females without children in their homeless household composition; and

WHEREAS, a total of 422 emergency shelter beds are available nightly for single individuals. Of this total number, 312 emergency shelter beds are reserved for single homeless men at the City Gospel Mission, the Drop Inn Center, the Mt. Airy Shelter, and at the St. Francis/St. Joseph Catholic Worker House; and

WHEREAS, the Mayor and City Council recognize the experience of the local shelter providers and commend the existing individual men's and women's shelter facilities for the resources and energy currently expended to provide emergency shelter and services for this population, while recognizing that innovations and service enhancements to meet the needs of the hardest-to-serve may exceed existing capacity; and

WHEREAS, the Cincinnati/Hamilton County Continuum of Care for the Homeless, Inc. initiated a community process to initiate the Homeless to Homes Plan which was submitted to Council in April, 2009; and

WHEREAS, the Homeless to Homes Plan provides a comprehensive framework for ensuring that single homeless men and women have access to safe, appropriate shelter facilities that provide them with the services necessary to move out of homelessness, and represents hundreds of hours of work by more than 70 individuals representing City and County government, housing and human services providers, the business community, philanthropists and funders, and leaders in the faith community, working with the common goal of taking a blank slate approach toward designing a model system for Cincinnati's homeless citizens; and

WHEREAS, the Homeless to Homes Plan is only the beginning, as it makes recommendations regarding how our current homeless services system for individuals should develop over the next 3-5 years; and

WHEREAS, the Homeless to Homes Plan recommends the establishment of a Transition Team to prioritize the recommendations within this plan for implementation and develop an implementation schedule, using the same cross-functional representation of interests as the committee that constructed the plan initially, to ensure that the implementation of the recommendations does not cause additional hardships for homeless individuals or result in an increase in street homelessness; and

WHEREAS, the Homeless to Homes Plan calls for additional efforts to be undertaken to further identify best practices and medical services for the homeless, examining the research and looking around the country for agencies and organizations that have service delivery models and programs that achieve notable success; and

WHEREAS, the Homeless to Homes Plan recognizes community concerns over safety related to the location of shelters and recommends that as part of the transition process, minimum standards for shelters must be redeveloped which shelters must then pledge to adhere to for public funding, and that these standards should be developed in a cooperative effort with representatives from existing shelters and surrounding neighborhood representatives, and that minimum standards for "Good Neighbor Agreements" must be developed to which all transitional and permanent supportive housing must adhere to be eligible for public funding; and

WHEREAS, the Homeless to Homes Plan recommends that City Council direct the City of Cincinnati administration to incorporate the Homeless to Homes Plan as the basis for the Homeless/Special Needs section for homeless individuals within the 2010-2014 Consolidated Plan of the City, and, as has been the tradition, as the identical section included within Hamilton County's Consolidated Plan; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Council directs the Cincinnati/Hamilton County Continuum of Care for the Homeless to immediately take steps to:

1. Establish a transition team to prioritize the recommendations within the Homeless to Homes Plan for implementation and develop an implementation schedule, using the same cross-functional representation of interests as the committee that constructed the plan initially. Implementation must ensure that single homeless men and women will have access to the safe,

appropriate, targeted shelter facilities described in the Homeless to Homes Plan, each providing the comprehensive services and Homeless Case Management Services outlined in the Homeless to Homes Plan.

2. Further identify best practices and medical services for the homeless, examining the research and looking around the country for agencies and organizations that have service delivery models and programs that achieve notable success so as to insure the highest standards of care for the homeless in terms of shelter, case management services, medical services, systems coordination, and mental health and recovery services.

3. Develop minimum standards for shelters, which shelters must then pledge to adhere to for receipt of public funding, and that these standards should be developed in a cooperative effort with representatives from existing shelters and surrounding neighborhood representatives.

4. Develop minimum standards for "Good Neighbor Agreements" to which all transitional and permanent supportive housing must adhere to be eligible for public funding.

Section 2. That Council directs that recommendations for implementation of the Homeless to Homes Plan will include leveraging and alignment of existing and new resources from city, state, and federal sources to support plan objectives, and will further include the suggested allocation of existing and new city, state, and federal resources under the City's control, to support plan objectives, facilities, services and administration. It remains the intent of the Mayor and Cincinnati City Council that the Homeless to Homes Plan guide City of Cincinnati resource allocations for services to single homeless men and women into the future. It remains the intent of the Mayor and Cincinnati City Council that providers of these services will be selected through an objective, competitive process overseen by the City of Cincinnati Department of Community Development in collaboration with the CoC to insure consistency with the Homeless to Homes Plan and HUD guidelines. Service providers will be selected and resources allocated to homeless service providers based on: 1) shelter and services being coordinated with the CoC and the Homeless to Homes plan; 2) sensitivity to the needs of the community; and 3) the HUD outcome goals of homeless individuals accessing housing and increasing income.

Section 3. That the Mayor and City Council also intend that upon approval by Council of the priorities of the Homeless to Homes Plan, the Plan be incorporated into the Consolidated Plans of both the City and the County, effective in 2010, as the continued matching of these plans in both jurisdictions is critical to the ability to continue to generate and utilize federal HUD resources.

Section 4. That the Mayor and City Council hereby empower the Continuum of Care, Inc. to respond to this mandate by creating an implementation process that is inclusive of key stakeholders in the community such as homeless advocates, the business community, emergency shelter, housing, and health care providers, mental health and recovery services, the faith community, formerly homeless individuals, foundations and funders, and local government. As described in the Homeless to Homes Plan, this implementation process is to prioritize the recommendations within the plan for implementation, to develop an implementation schedule, and to recommend to Council implementation of the recommendations in such a way as to not cause additional hardships for homeless individuals or result in an increase in street homelessness.

Section 5. That Council hereby directs the City Manager to provide staff assistance and financial resources of up to $40,000 in project delivery cost allocation from the Emergency Shelter Improvements of the Community Development Block Grant Recovery Program funds. necessary to assist the Continuum of Care in completing the directives of this ordinance.

Section 6. That Council hereby directs the Continuum of Care to report to City Council within ninety days of the effective date of this ordinance on the aforementioned items, and to provide further appropriate recommendations once the above-mentioned tasks are completed.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that the recommendations of the Homeless to Homes Plan are implemented at the earliest possible date in order to ensure the provision of services to homeless individuals within Cincinnati and Hamilton County.

Passed: May 21, 2009

Mayor

Attest: Acting Clerk

Appendix F. Table of Cincinnati Metropolitan Housing Authority Vouchers/Assets									
Neighborhood	CMHA Voucher Count	CMHA Asset Count	CMHA Total	Total Neighborhood Housing Units	% CMHA	Persons Below Poverty (2000 US Census)	Total Population (2000 US Census)	%Poverty	
Avondale	413	396	809	7498	11%	5785	16298	35%	
Bond Hill	244		244	3546	7%	1999	9682	21%	
Camp Washington	18	2	20	704	3%	473	1506	31%	
Carthage	38		38	1298	3%	378	2412	16%	
Clifton	38		38	4831	1%	1378	8546	16%	
College Hill	441	17	458	7102	6%	2645	16485	16%	
Corryville	51	1	52	2137	2%	1222	3830	32%	
CUF	80	1	81	7001	1%	2723	7366	37%	
East End	9	1	10	866	1%	294	1692	17%	
East Price Hill	489	72	561	7690	7%	4414	17964	25%	
East Walnut Hills	53		53	2734	2%	566	3441	16%	
East Westwood	223	7	230	1475	16%	N/A	N/A		
English Woods	1		1	262	0%	2354	4510	52%	(North Fairmount/English Woods, 2000)
Evanston	282	100	382	4047	9%	2201	7928	28%	
Hartwell	41		41	2804	1%	942	9935	9%	
Hyde Park	6	37	43	7498	1%	631	13640	5%	
Kennedy Heights	112		112	2581	4%	456	5689	8%	
Linwood	3		3	402	1%	264	1042	25%	
Lower Price Hill	19		19	452	4%	618	1309	47%	
Madisonville	213	19	232	5270	4%	1446	11355	13%	
Millvale	16	11	27	1074	3%	2118	3914	54%	(South Cumminsville/Millvale, 2000)
Mt. Airy	645	16	661	4489	15%	1346	9006	15%	
Mt. Auburn	130		130	3033	4%	1519	6516	23%	
Mt. Lookout	0	9	9	2268	0%	82	3236	3%	
Mt. Washington	56	85	141	6435	2%	996	13911	7%	
North Avondale - Paddock Hil	114		114	2333	5%	608	6326	10%	
North Fairmount	63	10	73	895	8%	2354	4510	52%	(North Fairmount/English Woods, 2000)
Northside	195	14	209	4484	5%	2104	9389	22%	
Oakley	21	5	26	6764	0%	836	11244	7%	
Over-the-Rhine	268		268	4298	6%	4354	7638	57%	(Included Pendleton, 2000)
Pendleton	20		20	653	3%	N/A	N/A		
Pleasant Ridge	115		115	4375	3%	989	9510	10%	
Riverside	10	13	23	1165	2%	388	2223	17%	(Sedamsville/Riverside, 2000)
Roselawn	273		273	3474	8%	1058	7128	15%	
Sayler Park	16	5	21	1287	2%	335	3233	10%	
Sedamsville	10		10	346	3%	388	2223	17%	(Sedamsville/Riverside, 2000)
South Cumminsville	26		26	422	6%	2118	3914	54%	(South Cumminsville/Millvale, 2000)
South Fairmount	54	4	58	1344	4%	202	3251	6%	
Spring Grove Village	49		49	924	5%	228	2337	10%	(Winton Place, 2000)
Villages at Roll Hill	2		2	973	0%	1373	2453	56%	(Fay Apartments, 2000)
Walnut Hills	215	89	304	4445	7%	2767	7790	36%	
West End	244	211	455	4094	11%	4163	8115	51%	
West Price Hill	440	18	458	8154	6%	2460	18159	14%	
Westwood	682	37	719	15890	5%	5889	36056	16%	
Winton Hills	92	1257	1349	2099	64%	3400	5375	63%	
CMHA Total in Cincinnati	6530	2437	8967	155916	6%				
CMHA Outside of Cincinnati	3615	446							
California,Columbia Tusculum, Downtown, Mt. Adams, Queensgate have no CMHA housing.									
Prepared by Cincinnati Health Department 2/12/2015									
Souce: CMHA 4/1/2014									
Source: US Census Bureau 2010									
Percent Poverty Source: US Census Bureau 2000									

LEASE AGREEMENT

This Rental Agreement (hereinafter referred to as the "Lease") is made this _____ day of _____, 2012 by and between the property known as The Commons at Alaska (hereinafter referred to jointly and severally in issues of contract and negligence as "the rental property") and the Resident(s) identified in paragraph 2, (hereinafter referred to jointly and severally in issues of contract and negligence as the "Resident(s)").

BASIC LEASE PROVISIONS

1. **PROPERTY ADDRESS:** xxxx Alaska Ave., Cincinnati, Ohio 43229
   (Hereinafter referred to as "Premises")

2. **PROPERTY LESSOR:** _____
   (Hereinafter referred to as "Resident")

3. **RESIDENT(S):** 1._____
   2. _____
   (Individual(s) who will be residing at the premises)

4. **OTHER OCCUPANT(S):** 1. _____
   (Individuals residing in the premises but have not signed the lease)

5. **LEASE TERM:**

   Commencement Date: _____

   Termination Date: _____
   (Subject to the default provisions of Lease)

5. **PAYMENTS TO LANDLORD:** (N/A) indicates not applicable

Monthly Apartment Rent:	$ _____	_____
Monthly Gas Charge:	$ _____	N/A
Monthly Water/Sewer:	$ _____	N/A
Monthly Electric Charge	$ _____	N/A
Total Monthly Payment:	$ _____	

6. **SECURITY DEPOSIT:** $ _____

7. **UTILITIES.** Payment of utilities by resident controlled by the terms and conditions set forth in Utility Addendum Exhibit IV.

8. **PREMISES LEASED.** The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Resident does hereby lease the Premises described in paragraph 1, for use as a private residence only.

9. **AMENITIES.** The Landlord, where not required by law, may discontinue any facilities, amenities, gratuities or such services rendered by the Landlord, and furnished to several residents on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.

10. **COMMON AREAS**. Areas such as the front porch, back porch, hallways, community space, sidewalks, parking lot, and yards are known as "common areas." These areas shall be used in common by Residents, occupants, and invitee, in accordance with the purposes for which they are intended. Common areas are subject to Community Rules and may from time to time be promulgated by the Landlord.

11. **LEASE TERM.** The term of the Lease Contract begins on the commencement date set forth in paragraph 4 and ends on the termination date set forth in paragraph 4. Leases will be renewed and/or terms negotiated no less than 60 days prior to the termination of initial lease, and will be renewed annually.

12. **PAYMENT.** Resident agrees to pay without demand the total monthly charges set forth in paragraph 5 to be paid in advance of the first day of each month during the term of the lease. All payments are to be paid to Commons at Alaska. The payment shall be onsite at the managers office at Commons at Alaska located at xxxx Alaska Avenue, Cincinnati, Ohio 43229). Resident agrees to pay $_____ for the first (partial) month ending on _____.

RENT IS DUE ON OR BEFORE THE FIRST DAY OF EACH MONTH. PARTIAL PAYMENTS WILL NOT BE ACCEPTED.

13. **LATE PAYMENT.** In the event that the Resident fails to pay current monthly rental installments on or before the 5th day of the month, by close of business that day, a $25.00 late fee will be assessed. Personal checks will not be accepted after the 5th day of the month. If the Resident does not pay the total amount due by the 5th of the month, eviction procedures may commence. Acceptance of delinquent rent will not be considered unless Resident reimburses Landlord for all rent, late fees, damage/repair charges, and any other fees, costs or expenses including legal/attorney fees, incurred by Landlord as a result of Resident's breach. Landlord reserves the exclusive right to refuse any and all late payments.

14. **FORM OF PAYMENT.** All payments are to be made by check, cashier's check or money order, or other such method as approved by the Landlord. Multiple checks for monthly obligations under this Lease must be presented at the same time. Any personal check that is returned for non-payment will be subject to any fee applied by that financial institution the first time. The resident will be responsible to pay any charges or fees applied or incurred by the Management company and/or its financial institution. If a check is returned due to insufficient funds, personal checks will no longer be accepted from payee. The Landlord will require that all rent and other sums be paid in either certified or cashier's check or money order only. All funds received shall be applied to: dishonored payment charges, late charges, damages charges, delinquent rent and current rent, in that order.

    The Resident agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights to demand strict compliance with this Lease, nor shall it be considered as a change in the date upon which the

Resident is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord, and the necessity of demand for the rent by the Landlord.

15. **OCCUPANTS.** The Resident agrees that only those persons listed in paragraphs 2 and 3 shall occupy the premises. Resident agrees to notify Landlord in writing of any changes or additions to the persons listed in paragraphs 2 and 3.

    No one else may occupy the apartment. Persons not identified as "Residents" or "Occupants" above must not stay in the apartment without Landlord's prior written consent.

16. **SECURITY DEPOSIT.** The Resident agrees to deposit with the Landlord the sum as set forth in paragraph 6 as a security deposit for his/her faithful performance under the Lease and by law. The Resident agrees to the standards set forth by the Security Deposit Agreement as outlined and agreed upon in Exhibit III.

    Failure to deliver possession of the premises at the time herein agreed upon shall not subject Landlord to liability for damages beyond the amount of the deposit received from the Resident.

17. **CONDITION OF PREMISES AND ALTERATIONS.** By signing this Lease, the Resident acknowledges that the unit is safe, clean and in good condition. The Resident agrees that all appliances and equipment in the unit are in good working order. The Resident also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Move-In Checklist as outlined and agreed upon in Exhibit IX.

    Whenever damage is caused by carelessness, misuse, neglect, or intentional acts of the Resident(s), his/her family, or visitors, Resident(s) agrees to pay:

    A. The cost of all repairs within thirty (30) days after receipt of the Landlord's demand for the repair charges; and
    B. Rent for the period the unit is damaged whether or not the unit is habitable.

    Resident agrees not to do any of the following within the apartment without first obtaining Landlord's written permission:

    A. Change or remove any part of the appliances, fixtures or equipment in the unit;
    B. Paint or install wallpaper or contact paper in the unit;
    C. Attach awnings or window guards in the unit;
    D. Attach or place any fixture, signs or fences on the building, the common areas or the project grounds.
    E. Attach any shelves, screen doors, or other permanent improvements in the unit;
    F. Install washing machines, dryers, fans, additional appliances (freezers, heaters, etc.)
    G. Place any aerials, antennas, satellite dishes or other electrical connections on the building/grounds;
    H. Resident(s) shall not disable; disconnect alter or remove any security device, smoke detector(s) or make electrical changes.
    I. Install or place hot tubs, pools, or other equipment of any size or shape on the premises.

18. **PETS.** Pets of all kinds are prohibited at this location, and may not be brought on the premises at any time. (Service animals are excluded from this provision, and are subject to applicable management policies.)

19. **PROHIBITED CONDUCT.** Resident(s) and their occupants or guests may not engage in the following activities: unlawful activity, behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the rental property; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the rental property; displaying or possessing a gun, knife, or other weapon in a way that may alarm others; hazardous substances that may increase Landlord's insurance premiums; tampering with utilities or telecommunications; or injuring Landlord's reputation by making bad faith allegations against Landlord to others.

20. **ALCOHOL.** This property maintains a strict No Public Consumption of Alcohol Policy in all common areas of the community. This includes offices, laundry areas, common stairwells, elevators, community rooms/buildings, parking lots, porches, or any other area considered to be visible to the general public. Residents and visitors are expected to behave responsibly with respect to the use of alcoholic beverages. Residents (or others) who engage in disruptive behavior as a result of their alcohol use or who fail to prevent such behavior by their visitors/guests, will be considered to have the community standards of conduct, a violation of the lease.

21. LOCKS/KEYS: At move-in, resident(s) will be issued one set of keys/entry device for each adult member of the household. Duplication of keys by residents in NOT permitted. If the apartment key/entry device is lost, the Resident will be responsible for the cost of replacement, and must notify the property management department immediately. Damaged locks will be replaced at the expense of the Resident.

In the event of a lost key/entry device, the Resident will be required to submit payment in the amount of $25.00 before a work order to replace the key/entry device will be initiated. Issuance of duplicate keys will be processed according to normal work order processes. ____ Initial

If a resident becomes locked out of the apartment, a lock-out fee will be assessed. The fee for a lockout during regular business hours will be $25.00. The fee for a lockout outside of regular business hours (evenings, weekends, nights, and holidays), will be $50.00. (Management may require verification of tenancy and/or valid ID prior to providing access or a replacement key to the unit.) (***Replacement keys must be picked up in person, during business hours, by only the person leasing the premises.)*** ____ Initial

In the event a lockset is changed without permission, the Landlord reserves the right to force entry into the unit and replace the lockset at the expense of the Resident.

There is a $ 10.00 replacement fee for replacement mailbox keys and a RETAIL replacement lock charge for new mailbox locks.

At move out all keys are required to be returned. If keys are not returned, a $25.00 per key charge will be applied for each key not received by the Landlord. ____ Initial

22. **RENT CHANGE.** The monthly rent identified in Section 5 of the Lease is based in part on the area median gross income and/or fair market rent as established by the United States Department of Housing and Urban Development. In the event that the area median gross income and/or fair market rent increases such that Landlord is entitled to increase the rent that may be charged to the Resident(s), Landlord shall be entitled to increase the rent and the Resident(s) shall be obligated to pay such rent for the remainder of the term of the Lease. Landlord will provide at least thirty (30) days written notice prior to the effective date of any rent amount change.

23. **UTILITIES.** Basic utilities as outlined above will be maintained by the owner. Any additional utilities/services are the absolute responsibility of the Resident.

    Residents shall not use any utilities furnished by Management in a wasteful or unreasonable manner.

24. **UNIT TRANSFER.** Requests to transfer from one unit to another within the community for medical reasons must be submitted to Management in writing along with documentation from a qualified medical professional specifying the need for said transfer. Transfer requests will be considered based on unit availability and in accordance with applicable Fair Housing laws. The Resident must complete all required certification processes as determined by Management, including verification of all income, assets, and other eligibility requirement prior to receiving approval for transfer. All paperwork must be completed and signed, and approval granted prior to the transfer taking place.

25. **INSURANCE.** Resident(s) will be wholly responsible for insuring the entire Resident's personal property within the Premises and any vehicle(s) on the Property. Therefore, it is STRONGLY recommended that the Resident purchase a Renter's Insurance policy. Resident(s) hereby release(s) the Landlord of all risk that can be insured there under. Residents occupying units with a washer/dryer hookup will be responsible for any/all damages/repairs caused by/to the unit or adjoining units/common areas as a result of equipment malfunction.

26. **USE AND ASSIGNMENT/SUBLETTING.** The Resident agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall Premises or any part thereof bed sublet or assigned, nor shall the number of occupants be increased or changed, without written consent of the Landlord. (Occupants must be screened and approved by Landlord prior to moving into rental property, and must be added to the lease.)

    National Church Residences' Supportive Housing facilities utilize a maximum of one (1) person per bedroom standard for efficiencies, and a two (2) person per bedroom standard for one or more bedroom units, or in accordance with regulations set forth by the local housing authority or other subsidy-providing stakeholders.

27. **RESIDENTS' DUTIES.** The Resident shall:

    A. Keep the Premises that he/she occupies and uses safe and sanitary;
    B. Keep all plumbing fixtures in the premises or used by the Resident(s) as clean as their condition permits;
    C. Comply with the requirements of Resident(s) by all applicable state and local housing, health and safety codes;

D. Personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises.

E. Maintain in good working order and condition any range, refrigerator, dishwasher, microwave, or other appliances or furniture supplied by the Landlord;

F. Not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises;

G. Resident(s) shall regularly test all smoke detectors, supply electric current thereto (battery or electric current if required by lease), and notify Landlord in writing of any mechanical failure, need for repair, or replacement;

H. Dispose of all trash/waste in the appropriate manner (i.e. dumpster provided onsite). (Residents are encouraged to participate in the onsite recycling program provided onsite; however, any additional charges for recycling services beyond that will be the responsibility of the Resident.)

28. **WHEN THE LANDLORD MAY ENTER.** The Landlord or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Resident or Resident's guests are present; or if no one is in the Premises, and request has been made for repair and/or entry by the Resident, the Landlord, or the Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If the Landlord requests entry, a written notice shall be given to the Resident twenty-four (24) hours prior to entry. The Landlord reserves the right to enter the Premises without notice in case of emergency. The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

    Such entry may be for: routine inspections, repairs, estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, security devices, or alarm systems; removing or re-keying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; showing apartment to prospective Resident(s) (after vacating notice has been given); or insurance agents; or other valid business purposes.

29. **NON - LIABILITY.** The Resident(s) acknowledges that any security measures provided by the Landlord shall not be treated by the Resident(s) as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Resident(s), the Resident's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Resident(s), guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and/or interruption of utilities. The Landlord does not have a duty to remove the natural accumulation of leaves, grass, ice, sleet, hail, rain, or snow; however such services may be provided as a courtesy. If the Landlord's employees or contractors are requested to render services not contemplated in the Lease, the Resident(s) shall hold the Landlord harmless from all liability for same.

30. **COMPLIANCE WITH LEASE & COMMUNITY RULES ("HOUSE RULES").** The Landlord at all times, maintains the right to require compliance with all covenants, terms and conditions of National Church Residences' Community Rules and Exhibits, notwithstanding any conduct or custom on the Landlord's or the Resident's part in refraining from so doing at anytime. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease. The rules were designed with all Residents' safety and comfort in mind. Please read the Community Rules carefully. Violation of these rules is a breach of your rental agreement.

31. **ABANDONMENT OF PROPERTY.** Landlord or law officers may remove all property remaining in the rental property or premises (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you have abandoned the apartment.

    You have abandoned the property when any of the following occurs:

    1. The termination date pursuant to Paragraph 4 has passed and no one is living in the apartment in our reasonable judgment; or
    2. You have turned in keys; or
    3. Provided a written forwarding address or new address; or
    4. Everyone appears to have moved out in all reasonable judgment; or
    5. Clothes, furniture, and personal belongings have been substantially removed in all reasonable judgment; or
    6. You have been in default for non-payment of rent for five (5) consecutive days; or
    7. You have not responded for fifteen (15) days to notices left in your mailbox, or on the entry door to your unit, stating that we consider the apartment abandoned.

    If the Landlord considers a unit to be abandoned, Landlord will:

    a. Enter the unit to conduct an emergency inspection; and
    b. Attempt to notify household members that it considers the unit abandoned by sending notice to the household's address at the site and to the addresses of any emergency contacts the household has provided.

    If household members do not respond to Landlord's written notice within 15 days of the date of the notice, Landlord will take appropriate legal action, including termination of lease, and eviction.

    Once Landlord has received an eviction order, Landlord will take written and photographic inventory of any abandoned property in the unit and store it for whatever amount of time is dictated by local laws. If the household does not claim the property during that period or refuses to take the property, Landlord or its agent will dispose of the property or consolidate it as defined by local law.

    Voluntarily vacating the Premises, abandonment, and judicial eviction end your right of possession for all purposes and gives Landlord the immediate right to: clean, make repairs, and re-let the rental property; determine any security deposit deductions; and remove property left in the rental property. Under State Law, if a Resident abandons the premises or is evicted during the term of this lease, the Resident's liability to pay rent continues until the expiration of the lease term or until the premises are re-let.

32. **NOTICES.** Any notice to be given by Landlord to Resident(s) including any eviction notice sh be deemed properly served by any of the following methods: 1) delivered personally, 2) sent U.S. Mail, prepaid, to Resident(s) at the address of the premises, 3) affixing notice to Reside door, and 4) Resident(s) consent to Landlord to place notice inside unit after attempts to rea resident have failed.

33. **MOVE-OUT NOTICE.** The Resident(s) must provide Landlord written notice of his/her inten terminate the Lease no less than sixty (60) days prior to the termination date of the Lease forth in Paragraph 4. Leases may only be terminated on the last day of the month.

34. **DEFAULT BY THE RESIDENT(S).** In the event the Resident is in default of any of the terms obligations of the Lease, violates and/or fails to comply with any of the covenants, terms conditions of the Lease, or any addendums herein or hereafter adopted by the Landlord, s default shall constitute grounds for termination of the Lease, and/or eviction by the Landlord. is expressly understood and agreed that the Resident(s) shall be and remain liable for a deficiency in rent until the Lease expires or until such time as in the interim, the Premises leased by another acceptable Resident. The Resident(s) shall also be and remain liable for a expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash remov painting costs, utilities, or any other damages and costs which the Landlord has sustained virtue of the Resident's use and occupancy of the Premises or default under the Lease.

Providing any false information on the rental application shall also constitute default under terms of this Lease agreement and, in such event, Landlord may terminate the tenancy and ev the Resident(s) at the Landlord's sole and absolute discretion.

30. **HEALTH TERMINATION.** Landlord understands that health circumstances may arise in the futu that may cause Resident(s) to request termination of the Lease prior to the end of the Lease term. Resident(s) may terminate the Lease only upon full compliance of the requirements for termination outlined below:

A. The Resident must faithfully perform six (6) months of occupancy under the original Lease.

B. The Resident must furnish a properly endorsed doctor's notification that Resident's health has deteriorated to the point that he/she can no longer live independently;

C. Resident gives Landlord thirty (30) days notice in writing of such request to terminate this Agreement on the first day of the month the Resident(s) wishes to vacate;

D. Resident agrees to forfeit the security deposit and cannot use any portion of the security deposit for the last month of occupancy;

E. Resident agrees to pay one month's rent in addition to last month for liquidated damages in termination of lease; and

F. Resident agrees to leave leased premises clean and in good condition.

31. **ADDITIONAL FINANCING REQUIREMENTS.** If this lease is for a community which utilizes financing that requires additional income verification such as Low Income Housing Tax Credits and/or Project-Based Rental Assistance (Section 8) vouchers, the appropriate National Church Residences/PHA Lease Addendum hereby becomes an attachment to the lease a legal part of the lease.

32. **ENTIRE AGREEMENT.** This Lease, together with any addendum attached, and with any other covenants, conditions, and agreement by which reference are herein made a part of this Lease; constitute the entire agreement and there are no other agreements, oral or written, pertaining to this Lease. Resident(s) acknowledges and agrees that this Lease is and shall be subject and subordinate to the lien of any mortgage or deed of trust on the property of which these premises form a part, but that, at the election of any lender holding such mortgage or deed of trust, this Lease may be made prior to the lien of such mortgage or deed of trust, and once Resident(s) has received written notice identifying, the name and address of any such lender, Resident(s) agrees to notify such lender by certified mail, return receipt required, with postage prepaid of any default on the part of the Landlord under this Lease.

33. **VISITORS.** Residents of National Church Residences' Permanent Supportive Housing facilities are allowed to have visitors in accordance with the policy outlined in the attached House Rules. Residents shall assume responsibility for the behavior of their guests. Visitors whose behavior violates the lease or the peaceful enjoyment of the premises by other Residents, staff, guests, or visitors will be asked to leave the premises and may be banned from returning. In the event a visitor is banned from returning to the premises, the individual and the host residents will be informed of this in writing. Future attempts to enter the property/premises will be considered trespassing and will be treated accordingly.

34. **SMOKING.** Smoking of legal substances is permitted only in individual apartment units, and only when done so responsibly and at no disruption to other tenants. Smoking in interior and exterior common areas or grounds is strictly prohibited. Resident may be charged for cleaning or damages to unit during tenancy or upon move out resulting from excessive smoking.

The following addenda and other provisions as indicated by an X, are a part of the Lease.

(**X**) indicates Addendum/ Attachment Applies
(**N/A**) indicates Addendum/Attachment Does Not Apply

Exhibit I	Community Rules	_____
Exhibit II	Tax Credit Addendum	_____
Exhibit III	Security Deposit Agreement	_____
Exhibit IV	Utility Addendum	_____
Exhibit V	Furnishings Rider	_____
Exhibit VI	Drug-Free Housing	_____
Exhibit VII	Integrated Pest Management Policy	_____
Exhibit VIII	Mold Addendum	_____
Exhibit IX	Move-in Checklist	_____
Exhibit X	Guarantee of Lease (Optional)	_____
Exhibit XI	Concession Addendum (Optional)	_____
Exhibit XII	Live-in Aide Addendum (Optional)	_____
Exhibit XIII	Smoke Free Policy (Optional)	_____
Exhibit XIV	Key/Lock Out Policy	_____
Exhibit XV	Community Engagement (CEP)	_____

35. **SEVERABILITY.** If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

36. **BINDING EFFECT.** The Lease is binding on the Resident(s) - jointly and severally - in issues of contract and negligence, and on their respective heirs, successors, executors, and administrators.

37. **ORAL REPRESENTATIONS.** No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum. The Landlord or the Landlord's agents (including management personnel and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have authority to make promises, representations or agreements which impose duties of security or other obligation on the Landlord's agents unless done in writing. No action or omission of the Landlord's representative shall be deemed a waiver of any subsequent violation, default, or time or place of performance.

CAUTION TO ALL PARTIES: THE LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT.

Resident(s):

_____
Print name Date Cell Phone #

_____
Signature

_____
Print name Date Cell Phone #

_____
Signature

Landlord:

Commons at Alaska Limited Partnership
National Church Residences, Managing Agent
2335 North Bank Drive
Columbus, Ohio 43220

Tenant Selection Plan
((Leasing Guidelines)

The Commons at Alaska

1. Introduction

This Leasing Guidelines and Tenant Selection Plan contain the procedure which will be followed in selecting tenants for National Church Residences Commons at Atlaska Development ("Development"). The management company (National Church Residences) is responsible for implementing these procedures.

2. Rental Units

A. Unit Distribution

The Development will offer 99 rental units for low income, homeless, and disabled individuals. All rental units at the Development are reserved for low income persons with disabilities who require supportive housing in order to remain stably housed. The resident population may include the following populations: veterans, persons with mental health or emotional disorders, HIV/AIDS, or other serious medical conditions, and individuals who are homeless or precariously housed. Only persons determined to be suitable for independent living in a semi-congregate environment will be considered.

The units will be as follows:

0 market rate units

99 units for low income individuals with disabilities

B. Rent Structure

The *initial* rent structure for the development is for all units to rent for $____ (TBD) per month.

3. Marketing Procedures

A. Target groups for Marketing Efforts

The two target groups for the development are low-income disabled homeless individuals in need of affordable housing, and homeless individuals who qualify under the HUD chronic homelessness eligibility criteria discussed herein. Each group will require a unique marketing approach to achieve and maintain a high percentage of occupancy. All interested potential applicants will be referred to the Property Manager at the Commons at Alaska for pre-screening and assistance with application as appropriate.

B. Outreach Efforts

Management will begin efforts, in conjunction with the development team, well before the opening date for the building, in order to build familiarity with the development with the local service organizations and the public. Outreach will be conducted in different ways for the two-target groups that will share the building.

i). *Low-income homeless residents*- Cincinnati Metropolitan Housing Authority (CMHA) will likely be providing provide project-based rental assistance vouchers for the Commons at Alaska which will benefit marketing efforts for low-income residents. The development will work with shelter and outreach workers and other social service providers to identify appropriate candidates for referral to Commons at Alaska. Management will work with CMHA to arrange for appointments for processing, briefing, and same day issuance of Section 8 vouchers. These efforts will begin at least 90 days prior to unit availability.

Management will contact local organizations that serve low-income residents, and provide information about the development, services available, and how to access the pre-screening and/or application process, with the goal of identifying members of the Avondale community in need of PSH as a top priority. The following organizations will be contacted:

Avondale Community Council
Avondale Comprehensive Development Corporation
Strategies to End Homeless
Greater Cincinnati Homeless Coalition
Greater Cincinnati Behavioral Health
Homeless and Domestic Violence Shelters
Faith Leaderships Groups (Concerned Clergy of Avondale, Faith Community Alliance, Baptist Ministers Conference, etc.)
Shelters and Outreach Workers
Urban League
Veteran's Service Organizations
Department of Job and Family Services
Other Social Service Agencies

Management may advertise in local newspapers prior to the opening of the development. Advertisements will feature the apartment style and services available, date of opening, and contact information. Preference for advertising will be for publications that serve low-income neighborhoods, including the Cincinnati Enquirer, Cincinnati Herald, etc.

ii) .*Long-term Homeless Men and Women*- Management staff members will form relationships with area shelters, outreach teams, soup kitchens, and other social service organizations providing services to the homeless living on the land, and treatment facilities that specialize in serving the homeless, such as health care, mental health, and recovery service providers, beginning one year prior to anticipated lease up. The tenant selection criteria will be shared and discussed with these partners, and referrals will be invited for those who qualify. Meeting with referral sources will be an ongoing process for the staff, not a sporadic occurrence. It is hoped that ventures with referral sources can be initiated, including interaction between

residents and staff, joint training, and special events recognizing achievement of housing stability, and excellence in service to the community.

C. Marketing Messages

Brochures, advertisements, and other marketing information will feature the following positive features about the development:

i.). *Location*- The apartments are located in the Avondale neighborhood of Cincinnati, conveniently located on a bus line, and within two miles of a grocery store, several hospitals, University of Cincinnati, shopping, and entertainment. Employment is also readily available nearby at the many retail, service, educational and healthcare institutions in the surrounding area.

ii). *Amenities*- The design of the building will include a number of common areas and amenities for all residents, including:

- Large and small community meeting rooms
- Fitness Center
- Employment Resource Center with computers, phone and Internet access
- Laundry facilities
- Office space for program staff and visiting professionals

iii).*Safety Features*- The development will market safety and security features for residents, including the following:

- Smoke detectors, fire alarms, and sprinklers cover all areas
- Secure entrance to the building
- Reception staff on duty at all times to greet guests
- Unauthorized visitors will not be permitted
- Common areas and grounds monitored 24/7.
- All interior and exterior common areas monitored with closed circuit television
- Well-lit on-site parking

iv). *Services and Socialization*- Case management and other supportive services will be available for each resident to the extent they desire assistance. The focus is on increasing income through employment or benefits, and housing retention, with staff available to help residents find and retain jobs and develop their personal income and savings. Linkage to community-based services to help residents maintain emotional, residential and financial stability, and to develop individual strengths will also be available. Social activities will occur on a regular basis and will be planned by residents and tailored toward their interests. An integrated primary and behavioral health "home" will be created onsite in conjunction with Greater Cincinnati Behavioral Health Care System.

D. Time Frames for Marketing Efforts

Actual marketing will begin at least three months in advance of the building opening. Outreach efforts to CMHA, health and social service providers, and homeless service organizations will

begin earlier, at least six months prior to the opening. Management's goal is to achieve full occupancy no less than 90 days after the building opens. Persons responding to marketing efforts will be forwarded information as outlined in the following section.

4. PRE-APPLICATION PROCESSING

A. Distribution of "Indication of Interest" forms

Those persons responding to the marketing efforts will receive an IOI (Indication of Interest checklist) from Management and will be requested to complete and return the IOI for initial processing. Qualified, eligible applicants will be assisted with completing a full application by the Development. All completed applications received will be logged in, indicating the time and date received. The application log will indicate if the applicant has requested a handicapped assessable unit.

B Processing Applications

Only fully completed applications with all required supporting documentation will be accepted. Once received, completed applications will be filed in the order of receipt. In addition, applications will be categorized according to request for a handicapped unit. All persons making inquiries will be referred to the Property Manager for initial processing. Applications received at initial sorting will be categorized with the process stated above. All fully completed applications received will be retained at the Property Management office permanently.

5. WAITING LIST PROCEDURES

A. Establishing a Waiting List

The waiting List is a list of all those persons from whom complete applications were received and who have been interviewed and approved for the Development. Applications will only be accepted when a vacancy exists or is anticipated. The development reserves the right to reject applicants based on criteria outlined in this plan. Rejected referrals will be notified of the reason for denial and will NOT be entered onto the Waiting List. Names on the Waiting List will appear in order of the receipt of the fully completed application and approval by the Development with priority given to persons with disabilities as described in Section 11 (A). Placement on the Waiting List indicates the person has been determined to be eligible or acceptable for application and occupancy at the Development at the time of application approval.

B Contacting Persons on the Waiting List

i). *Initial Contact*- Approved applicants will be contacted through the following process: Management will telephone or make outreach efforts to contact the applicant selected (contacting shelter, outreach provider, case manager, or other community provider) at least three (3) times during the following week (minimum) or up to a fourteen day period (maximum). If the applicant cannot be reached, a letter will be sent requesting that the applicant notify

Management if they are still interested in remaining on Waiting List. This letter will explain that if the applicant does not respond within the period specified, the applicant's name will be removed from the Waiting List and placed in the inactive files. If the applicant contacts the Development after the time frame outlined above, he or she will be referred back to Management for processing.

ii). *Refusal of Unit*- If the applicant refuses a unit, he/she will remain at the top of the Waiting List and the unit shall be offered to the next qualified applicant. If the applicant refuses a second unit, he/she will remain at the top of the Waiting List. In the event of a third refusal, he/she will be removed from the Waiting List. Additionally, a letter will be sent informing the applicant that they will be required to reapply if he/she is still interested in housing at the Development.

iii). *Failure to Attend Orientation* – If the applicant fails to attend a scheduled Move-In Orientation, an attempt will be made to contact the applicant and/or referring agency (shelter, outreach provider, case manager, or community service provider) by phone to establish continued interest in tenancy. If attempts to contact individual and/or referral source are unsuccessful after three (3) attempts within forty-eight (48) hours, the applicant's name will be placed in the inactive file. If the applicant is contacted, and the applicant has good cause, such as illness or accident, for failure to keep the original appointment, another appointment will be scheduled. If the applicant again fails to attend the meeting, the applicant's name will be removed from the waiting list.

C. Updating the Waiting List and Application List

Due to the difficulty in maintaining contact with the homeless population targeted for this project, applications will only be solicited and accepted when a vacancy exists or is anticipated.

Following the completion of initial interviews, the Waiting List will be updated at least once every twelve (12) months in the following manner: Management will send a letter to each applicant. The letter will request the applicant to call the Management office to inform the Development if the applicant is still interested in a unit or in interviewing for qualifying status. The applicant will be given fifteen (14) days (including weekends and designated Federal holidays) from the date the letter states in which to respond. If no response is received, the applicant's name will be removed from the waiting list. If the applicant notifies Management within twelve (12) months from the date of the letter, Management will reinstate the applicant to the Waiting List based upon the original application date.

After the Waiting List is updated, applicants can still call the Management office to be informed of their status on the Waiting List. Applicants will be informed that it is their responsibility to notify the Management office of any change in address, telephone number, or telephone device for the deaf (TDD) number, (if applicable).

D. Closing/ Reopening the Waiting List

i). *Closing the Waiting List-* Management will only request and accept applications for the Development when a vacancy exists or is expected.

ii). *Reopening the Waiting List-* If, based on the Annual Projected Turnover, it is anticipated that all persons who have submitted applications will be housed within the next twelve(12) months, the Waiting List will be reopened and applications will again be accepted. Notice of the reopening of the Waiting List will be presented to the general public through marketing efforts outlined in the Development's Affirmative Fair Housing Marketing Plan. The only exception to this notice will be in those cases where the Development is experiencing an unexpected vacancy loss due to unusual turnover. All persons contacting the Development regarding the Waiting List will be informed of this policy.

6. THE INTERVIEW PROCESS

A. Application Process

Management will hold interviews with applicants to determine eligibility before approving an applicant for processing. Applicants will be notified in person and by letter of approval for the project, pending final processing by CMHA. Staff will make outreach efforts to contact the applicant selected (contacting shelter, outreach provider, case manager, or other community service provider), giving the applicant at least (72) hours via verbal notification of the date of interview. The applicant will be given a second interview date if he/she fails the first interview and has a good cause for failure to keep the interview, such as receiving notice after the interview date. Failure to keep the second interview will result in the applicant's name being removed from the waiting list.

Applicants must provide written Application, Social Security Card, Birth Certificate and valid picture identification. Applicants must also provide written verification of homeless and disability status at time of application. Applicants for homeless units may require documentation from the Homeless Management Information System or a qualified outreach provider verifying duration of homeless episode. Incomplete applications will not be accepted.

Applicants must give permission and information which allows Management to obtain a written credit report and verification of income, bank accounts, previous housing, childcare expenses, unusual expenses, medical expenses, etc. In addition, all applicants must qualify for project-based rental assistance in accordance with guidelines outlined by HUD and CMHA.

There is no application or credit report fee**.**

B Completion of application Process

All applications will be processed within thirty (30) days after the date of the applicant's initial interview or within five (5) days of receipt of all required documentation, whichever is later (excluding weekends and designated Federal holidays). Approved applicants will go on the Waiting List.

7. ELIGIBILITY REQUIREMENTS

A. Income

The annual gross income of the applicant at the time of move-in must be less or equal to the income limits established by the Lender or Funders for unit size, including income limits established by CMHA.

B. Sole Residence

The unit must be the applicant's sole residence in order for the applicant to be eligible for housing.

C. Eligibility Criteria

Currently homeless (24 units) –

The only persons to be served by permanent supportive housing projects are those that come from the streets, shelter, safe havens or transitional housing. Persons coming from transitional housing must have resided in shelter or on the streets prior to entering transitional housing.

Qualifying disability ("disabling condition") –

A disabling condition is defined as: (1) a disability as defined in Section 223 of the Social Security Act; (2) a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration, substantially impedes an individual's ability to live independently, and of such a nature that the disability could be improved by more suitable conditions; (3) a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; (4) the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agent for acquired immune deficiency syndrome; or (5) a diagnosable substance abuse disorder.

Persons receiving Social Security for a disability automatically qualify under this criterion. If not receiving Social Security for a disability, verification of a disabling condition must be certified in writing by a qualified licensed professional such as an MD (any disability) or a qualified mental health professional.(mental health disability).

In addition, homeless individuals must:

- Currently reside in the Cincinnati (Hamilton County) region
- Not have housing available in another county
- Have proof of disability status.

8. OCCUPANCY STANDARDS

The units are all one bedroom apartments, and are designated for single occupants only; however, the Development may consider couples without children for tenancy in accordance with CMHA occupancy standards.. Other occupancy standards will comply with federal, state and local occupancy standards, and/or laws in connection with occupancy requirements, fair housing and civil rights laws, as well as, landlord-tenant laws and zoning restrictions.

9. SELECTION AND REJECTION CRITERIA

Meeting The Eligibility Requirements under Section 7 does not mean that the applicant will be a suitable tenant. The ability of the applicant to fulfill lease obligations, along with any related explanations offered by the applicant concerning the facts involved, including any changes in circumstances, will be considered. An applicant may be rejected for one or more of the following reasons:

A. Insufficient/Inaccurate Information on Application

Refusing to cooperate fully in all aspects of the application process or supplying false information will be grounds for rejection.

B. Financial Standing

The applicant's financial ability to pay his/her monthly contribution toward the rent of the unit will be assessed. Residents with zero income will be considered in accordance with LMHA policy.

C. History of Residency

Previous residency may be verified (including shelter stays and/or rental history) to ensure eligibility and to verify accuracy of information provided on application.

D. Criminal Convictions/Current Drug Use

Convictions for the following offenses will result in automatic rejection:

i.) Arson
ii.) Sex offenses
iii.) Manufacturing or distribution of drugs or illegal substances

In addition, the following circumstances may be considered cause for rejection:

i). Criminal convictions within the past three years for offenses involving physical violence to persons or property, or endangered the health and safety of other persons;

ii). Criminal convictions within the past five years for offenses involving crimes against property or society; and

iii). Current involvement with criminal activity.

If an applicant is currently receiving treatment for an addiction to a controlled substance, the applicant will not be rejected so long as he/she is acceptable as a tenant in all other respects and is able to abide by the terms of the lease and house rules. All circumstances regarding criminal convictions, including the period during which the convictions occurred, will be considered.

E. Incomplete Information

Grounds for rejection include:
i). Lack of personal documents, i.e., birth certificate, social security card, income verification;
ii). Incomplete interview;
iii).Conflicting information in the application or interview process;
iv). Incomplete application.

10. REJECTION PROCEDURES

A. Written Notification

Applicants who are determined to be ineligible or inappropriate for tenancy by the Development will be provided a written summary of the reason(s) for rejection. Applicants who are rejected after formal application will be promptly notified in writing or by contacting other referral sources of the reason(s) for rejection. This notice will advise the applicant that he/she may, within fourteen (14) days of receipt of the notice (including weekends and designated Federal holidays), respond in writing requesting Management to review the decision. The notice shall also inform the applicant that responding to Management's notice does not prevent the applicant from exercising any legal right he/she may have.

B. Review of Rejected Applications

The applicant will have fourteen (14) days (including weekends and designated Federal holidays) to respond in writing requesting Management to review a decision. Any review of the applicant's written response will be conducted by a member of Management staff who did not participate in the decision to reject the applicant.

If the applicant appeals the rejection, the applicant will be given a final written decision from Management within thirty (30) days (including weekends and Federal holidays) of the written response or within fifteen (15) days of the receipt of all required documentation. If a decision is reversed, the applicant's name will be placed on the
Waiting List and the applicant will be offered a suitable vacant unit when one becomes available.

11. SPECIAL OCCUPANCY CATAGORIES

Applicants will be interviewed and processed as authorizes in Section four (4) through (10), with exceptions made as follows:

A. Persons with Physical Disabilities

An applicant with a physical disability will be given priority of accessible units if such applicant deems that this type of unit is appropriate. Unless applicant requests placement in an accessible unit, Management will not inquire whether an applicant for a dwelling has a physical disability, or inquire as to the nature or severity of the physical disability of each person.

Should an applicant deem that an accessible unit is appropriate for his/her needs, inquiries may be made by Management will determine whether or not an applicant is qualified for the accessible unit, and therefore qualifies for placement in the unit. If the applicant deems that the accessible unit is not appropriate for his or her needs, the applicant's name will be returned to its place on the Waiting List, as applicable.

12. LEASE

A. *Application*. Prior to leasing any dwelling unit, Manager shall have screened the prospective Tenant and all other proposed occupants in accordance with Sections four (4) through nine (9) hereof, and shall have approved the lease application as described above.

B. *Lease Form*. In leasing dwelling units, Manager shall use only the form of lease approved in writing by the Owner.

C. *Approved Rent*. Manager shall not lease any dwelling unit for a rental amount in excess of the maximum amount allowable to qualify all units as tax credit eligible under Section 42 of the Internal Revenue Code.

D. *Security Deposit*. Manager shall require not less than one (1) month's security deposit, and shall require such greater amount as circumstances warrant, but not more than the maximum allowed by law. Manager shall also, if advisable, collect a key deposit, subject to applicable law.

E. *Named Tenant; Occupants, Pets*. Each adult occupant of the dwelling unit shall be named as Tenant in the Lease, and shall be jointly and severally liable for rental payments. The Lease shall specify all other permitted occupants. Pets (other than medically necessary, certified service animals) are not permitted in this development.

F. *Term*. Each Lease shall be for a term of at least twelve (12) months.

G. *Substitution of Unit*. In the event rehabilitation or other plans for the Project will require that the housing unit to be leased to the Tenant be vacated or made available to another Tenant during, any portion of the Lease term, the Lease shall contain a provision for substitution of another dwelling unit and relocation of the Tenant.

H. *Certain Lease Provisions.* The form of lease to be approved by Owner shall contain detailed provisions concerning the following matters of practical importance including, but not limited to:

i). *Condition of Unit.* Acknowledgement of the condition of the dwelling unit as described in unit inspection report.

ii). *Default Charges.* Tenant's liability for the following default charges: late rent payment charges, returned check charges, lost keys, damage to dwelling unit or the Project not caused by ordinary wear and tear; missing property, fixtures or equipment; and costs of rent collection and eviction.

iii). *Security Deposit*. Procedures concerning deductions from - and return of - security deposit (with interest) and any key deposit are determined by applicable law(s) and regulations.

iv). *Utilities and Other Charges.* Tenant's responsibilities concerning utility services to dwelling unit, other services to dwelling unit, other services provided by Owner or Manager, and any parking or other charges.

v). *Maintenance.* Maintenance duties of Tenant and of Owner, respectively, separately listed.

vi). *Alterations.* Owner or Manager must approve any and all alterations to the dwelling unit in advance, including changes of keys and locks.

vii). *Use Restrictions.* Restrictions to Tenant's use of the dwelling unit apply only with regard to safety or health hazards, noise, nuisance, or disruption of peaceful operations.

viii) *Changes.* Tenant's obligation to report changes in Tenant's household, employment status or income.

ix). *Rules.* Tenant's an all other occupants' obligation to comply with any rules and regulations issued by Owner or Manager. A copy of any such rules shall be attached to the Lease.

x). *Other.* Other provisions customarily included in apartment leases or advisable for Project include adherence to "House or Community Rules" and all provisions necessary to comply with requirements of the lease.

xi). *Attachments.* Tenant acknowledges receipt and understanding of any and all attachments to Lease**.**

13. **EXECUTION**

Manager shall execute each Lease as agent for Owner according to Management agreement.